

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS AND MINING							FORM 3 AMENDED REPORT						
<b>APPLICATION FOR PERMIT TO DRILL</b>							1. WELL NAME and NUMBER LC Tribal 16-34D-46						
2. TYPE OF WORK DRILL NEW WELL <input checked="" type="checkbox"/> REENTER P&A WELL <input type="checkbox"/> DEEPEN WELL <input type="checkbox"/>							3. FIELD OR WILDCAT ALTAMONT						
4. TYPE OF WELL Oil Well Coalbed Methane Well: NO							5. UNIT or COMMUNITIZATION AGREEMENT NAME						
6. NAME OF OPERATOR BILL BARRETT CORP							7. OPERATOR PHONE 303 312-8164						
8. ADDRESS OF OPERATOR 1099 18th Street Ste 2300, Denver, CO, 80202							9. OPERATOR E-MAIL BHilgers@billbarrettcorp.com						
10. MINERAL LEASE NUMBER (FEDERAL, INDIAN, OR STATE) 1420H626305			11. MINERAL OWNERSHIP FEDERAL <input type="checkbox"/> INDIAN <input checked="" type="checkbox"/> STATE <input type="checkbox"/> FEE <input type="checkbox"/>				12. SURFACE OWNERSHIP FEDERAL <input type="checkbox"/> INDIAN <input type="checkbox"/> STATE <input checked="" type="checkbox"/> FEE <input type="checkbox"/>						
13. NAME OF SURFACE OWNER (if box 12 = 'fee')							14. SURFACE OWNER PHONE (if box 12 = 'fee')						
15. ADDRESS OF SURFACE OWNER (if box 12 = 'fee')							16. SURFACE OWNER E-MAIL (if box 12 = 'fee')						
17. INDIAN ALLOTTEE OR TRIBE NAME (if box 12 = 'INDIAN')			18. INTEND TO COMMINGLE PRODUCTION FROM MULTIPLE FORMATIONS YES <input type="checkbox"/> (Submit Commingling Application) NO <input checked="" type="checkbox"/>				19. SLANT VERTICAL <input type="checkbox"/> DIRECTIONAL <input checked="" type="checkbox"/> HORIZONTAL <input type="checkbox"/>						
20. LOCATION OF WELL		FOOTAGES		QTR-QTR		SECTION		TOWNSHIP		RANGE		MERIDIAN	
LOCATION AT SURFACE		167 FSL 673 FEL		SESE		34		4.0 S		6.0 W		U	
Top of Uppermost Producing Zone		810 FSL 809 FEL		SESE		34		4.0 S		6.0 W		U	
At Total Depth		810 FSL 810 FEL		SESE		34		4.0 S		6.0 W		U	
21. COUNTY DUCESNE			22. DISTANCE TO NEAREST LEASE LINE (Feet) 810			23. NUMBER OF ACRES IN DRILLING UNIT 640							
			25. DISTANCE TO NEAREST WELL IN SAME POOL (Applied For Drilling or Completed) 2756			26. PROPOSED DEPTH MD: 7347 TVD: 7256							
27. ELEVATION - GROUND LEVEL 7359			28. BOND NUMBER LPM8874725			29. SOURCE OF DRILLING WATER / WATER RIGHTS APPROVAL NUMBER IF APPLICABLE 43-180							
<b>Hole, Casing, and Cement Information</b>													
String	Hole Size	Casing Size	Length	Weight	Grade & Thread	Max Mud Wt.	Cement		Sacks	Yield	Weight		
COND	26	16	0 - 80	65.0	Unknown	8.8	No Used		0	0.0	0.0		
SURF	12.25	9.625	0 - 1800	36.0	J-55 ST&C	8.8	Halliburton Light , Type Unknown		240	3.16	11.0		
							Halliburton Premium , Type Unknown		210	1.36	14.8		
PROD	8.75	5.5	0 - 7347	17.0	P-110 LT&C	9.6	Unknown		580	2.31	11.0		
							Unknown		680	1.42	13.5		
<b>ATTACHMENTS</b>													
<b>VERIFY THE FOLLOWING ARE ATTACHED IN ACCORDANCE WITH THE UTAH OIL AND GAS CONSERVATION GENERAL RULES</b>													
<input checked="" type="checkbox"/> WELL PLAT OR MAP PREPARED BY LICENSED SURVEYOR OR ENGINEER						<input checked="" type="checkbox"/> COMPLETE DRILLING PLAN							
<input checked="" type="checkbox"/> AFFIDAVIT OF STATUS OF SURFACE OWNER AGREEMENT (IF FEE SURFACE)						<input type="checkbox"/> FORM 5. IF OPERATOR IS OTHER THAN THE LEASE OWNER							
<input checked="" type="checkbox"/> DIRECTIONAL SURVEY PLAN (IF DIRECTIONALLY OR HORIZONTALLY DRILLED)						<input checked="" type="checkbox"/> TOPOGRAPHICAL MAP							
NAME Venessa Langmacher				TITLE Senior Permit Analyst				PHONE 303 312-8172					
SIGNATURE				DATE 05/24/2012				EMAIL vlangmacher@billbarrettcorp.com					
API NUMBER ASSIGNED 43013514510000				APPROVAL  Permit Manager									

## **BILL BARRETT CORPORATION**

### **DRILLING PLAN**

#### **LC Tribal 16-34D-46**

SE SE, 167' FSL and 673' FEL, Section 34, T4S-R6W, USB&M (surface hole)

SE SE, 810' FSL and 810' FEL, Section 34, T4S-R6W, USB&M (bottom hole)

Duchesne County, Utah

#### **1 - 2. Estimated Tops of Geological Markers and Formations Expected to Contain Water, Oil and Gas and Other Minerals**

<b><u>Formation</u></b>	<b><u>Depth – MD</u></b>	<b><u>Depth - TVD</u></b>
Lower Green River*	3,859'	3,786'
Douglas Creek	4,661'	4,571'
Black Shale	5,326'	5,236'
Castle Peak	5,606'	5,516'
Uteland Butte	5,941'	5,851'
Wasatch*	6,156'	6,066'
TD	7,347'	7,256'

\*PROSPECTIVE PAY

The Wasatch and the Lower Green River are primary objectives for oil/gas.

Base of Useable Water = 3,166'

#### **3. BOP and Pressure Containment Data**

<b><u>Depth Intervals</u></b>	<b><u>BOP Equipment</u></b>
0 – 1,800'	No pressure control required
1,800' – TD	11" 5000# Ram Type BOP 11" 5000# Annular BOP
- Drilling spool to accommodate choke and kill lines;	
- Ancillary equipment and choke manifold rated at 5,000 psi. All BOP and BOPE tests will be in accordance with the requirements of onshore Order No. 2;	
- The BLM and the State of Utah Division of Oil, Gas and Mining will be notified 24 hours in advance of all BOP pressure tests.	
- BOP hand wheels may be underneath the sub-structure of the rig if the drilling rig used is set up To operate most efficiently in this manner.	

#### **4. Casing Program**

<b><u>Hole Size</u></b>	<b><u>SETTING DEPTH</u></b>		<b><u>Casing Size</u></b>	<b><u>Casing Weight</u></b>	<b><u>Casing Grade</u></b>	<b><u>Thread</u></b>	<b><u>Condition</u></b>
	<b><u>(FROM)</u></b>	<b><u>(TO)</u></b>					
26"	Surface	80'	16"	65#			
12 1/4"	Surface	1,800'	9 5/8"	36#	J or K 55	ST&C	New
8 3/4"	Surface	TD	5 1/2"	17#	P-110	LT&C	New

Bill Barrett Corporation  
Drilling Program  
LC Tribal 16-34D-46  
Duchesne County, Utah

## 5. Cementing Program

16" Conductor Casing	Grout
9 5/8" Surface Casing	Lead: 240 sx Halliburton Light Premium with additives mixed at 11.0 ppg (yield = 3.16 ft <sup>3</sup> /sx) circulated to surface with 75% excess. TOC @ Surface Tail: 210 sx Halliburton Premium Plus cement with additives mixed at 14.8 ppg (yield = 1.36 ft <sup>3</sup> /sx), calculated hole volume with 75% excess. TOC @ 1,300'
5 1/2" Production Casing	Lead: 580 sx Tuned Light cement with additives mixed at 11.0 ppg (yield = 2.31 ft <sup>3</sup> /sx). TOC @ 1,300' Tail: 680 sx Halliburton Econocem cement with additives mixed at 13.5 ppg (yield = 1.42 ft <sup>3</sup> /sx). Top of cement to be determined by log and sample evaluation; estimated TOC @ 4,826'

## 6. Mud Program

<u>Interval</u>	<u>Weight</u>	<u>Viscosity</u>	<u>Fluid Loss</u> <u>(API filtrate)</u>	<u>Remarks</u>
0' – 80'	8.3 – 8.8	26 – 36	NC	Freshwater Spud Mud Fluid System
80' – 1,800'	8.3 – 8.8	26 – 36	NC	Freshwater Spud Mud Fluid System
1,800' – TD	8.6 – 9.6	42-52	20 cc or less	DAP Polymer Fluid System
Note: Sufficient mud materials to maintain mud properties, control lost circulation and to contain "kicks" will be available at wellsite. BBC may require minor amounts of diesel to be added to its fluid system in order to reduce torque and drag.				

## 7. Testing, Logging and Core Programs

Cores	A 60' Core is anticipated in the Uteland Butte formation from 5,900' – 5,960'
Testing	None anticipated; drill stem tests may be run on shows of interest;
Sampling	30' to 50' samples; surface casing to TD. Preserve samples all show intervals;
Surveys	MWD as needed to land wellbore;
Logging	DIL-GR-SP, FDC-CNL-GR-CALIPER-Pe-Microlog, Sonic-GR (all TD to surface). FMI & Sonic Scanner to be run at geologist's discretion.

## 8. Anticipated Abnormal Pressures or Temperatures

No abnormal pressures or temperatures or other hazards are anticipated.

Maximum anticipated bottom hole pressure equals approximately 3622 psi\* and maximum anticipated surface pressure equals approximately 2025 psi\*\* (bottom hole pressure minus the pressure of a partially evacuated hole calculated at 0.22 psi/foot).

\*Max Mud Wt x 0.052 x TD = A (bottom hole pressure)

\*\*Maximum surface pressure = A – (0.22 x TD)

Bill Barrett Corporation  
Drilling Program  
LC Tribal 16-34D-46  
Duchesne County, Utah

**9. Auxiliary Equipment**

- a) Upper kelly cock; lower Kelly cock will be installed while drilling
  - b) Inside BOP or stab-in valve (available on rig floor)
  - c) Safety valve(s) and subs to fit all string connections in use
- Mud monitoring will be visually observed

**10. Location and Type of Water Supply**

Water for the drilling and completion will be trucked from the Duchesne City Culinary Water Dock located in Sec. 1, T4S, R5W water right number 43-180.

**11. Drilling Schedule**

Location Construction:	July 2012
Spud:	July 2012
Duration:	15 days drilling time
	45 days completion time





# Bill Barrett Corporation

## LAKE CANYON & BLACK TAIL RIDGE CEMENT VOLUMES

**Well Name:** LC Tribal 16-34D-46

### Surface Hole Data:

Total Depth:	1,800'
Top of Cement:	0'
OD of Hole:	12.250"
OD of Casing:	9.625"

### Calculated Data:

Lead Volume:	712.5	ft <sup>3</sup>
Lead Fill:	1,300'	
Tail Volume:	274.0	ft <sup>3</sup>
Tail Fill:	500'	

### Cement Data:

Lead Yield:	3.16	ft <sup>3</sup> /sk
% Excess:	75%	
Top of Lead:	0'	

### Calculated # of Sacks:

# SK's Lead:	240
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Tail Yield:	1.36	ft <sup>3</sup> /sk
% Excess:	75%	
Top of Tail:	1,300'	

# SK's Tail:	210
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### Production Hole Data:

Total Depth:	7,347'
Top of Cement:	1,300'
Top of Tail:	4,826'
OD of Hole:	8.750"
OD of Casing:	5.500"

### Calculated Data:

Lead Volume:	1336.0	ft <sup>3</sup>
Lead Fill:	3,526'	
Tail Volume:	955.3	ft <sup>3</sup>
Tail Fill:	2,521'	

### Cement Data:

Lead Yield:	2.31	ft <sup>3</sup> /sk
Tail Yield:	1.42	ft <sup>3</sup> /sk
% Excess:	50%	

### Calculated # of Sacks:

# SK's Lead:	580
# SK's Tail:	680

<b>LC Tribal 16-34D-46 Proposed Cementing Program</b>
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<u>Job Recommendation</u>	<u>Surface Casing</u>	
<b>Lead Cement - (1300' - 0')</b>		
Halliburton Light Premium	Fluid Weight:	11.0 lbm/gal
5.0 lbm/sk Silicalite Compacted	Slurry Yield:	3.16 ft <sup>3</sup> /sk
0.25 lbm/sk Kwik Seal	Total Mixing Fluid:	19.48 Gal/sk
0.125 lbm/sk Poly-E-Flake	Top of Fluid:	0'
2.0% Bentonite	Calculated Fill:	1,300'
	Volume:	126.89 bbl
	<b>Proposed Sacks:</b>	<b>240 sks</b>
<b>Tail Cement - (TD - 1300')</b>		
Premium Cement	Fluid Weight:	14.8 lbm/gal
2.0% Calcium Chloride	Slurry Yield:	1.36 ft <sup>3</sup> /sk
	Total Mixing Fluid:	6.37 Gal/sk
	Top of Fluid:	1,300'
	Calculated Fill:	500'
	Volume:	48.80 bbl
	<b>Proposed Sacks:</b>	<b>210 sks</b>

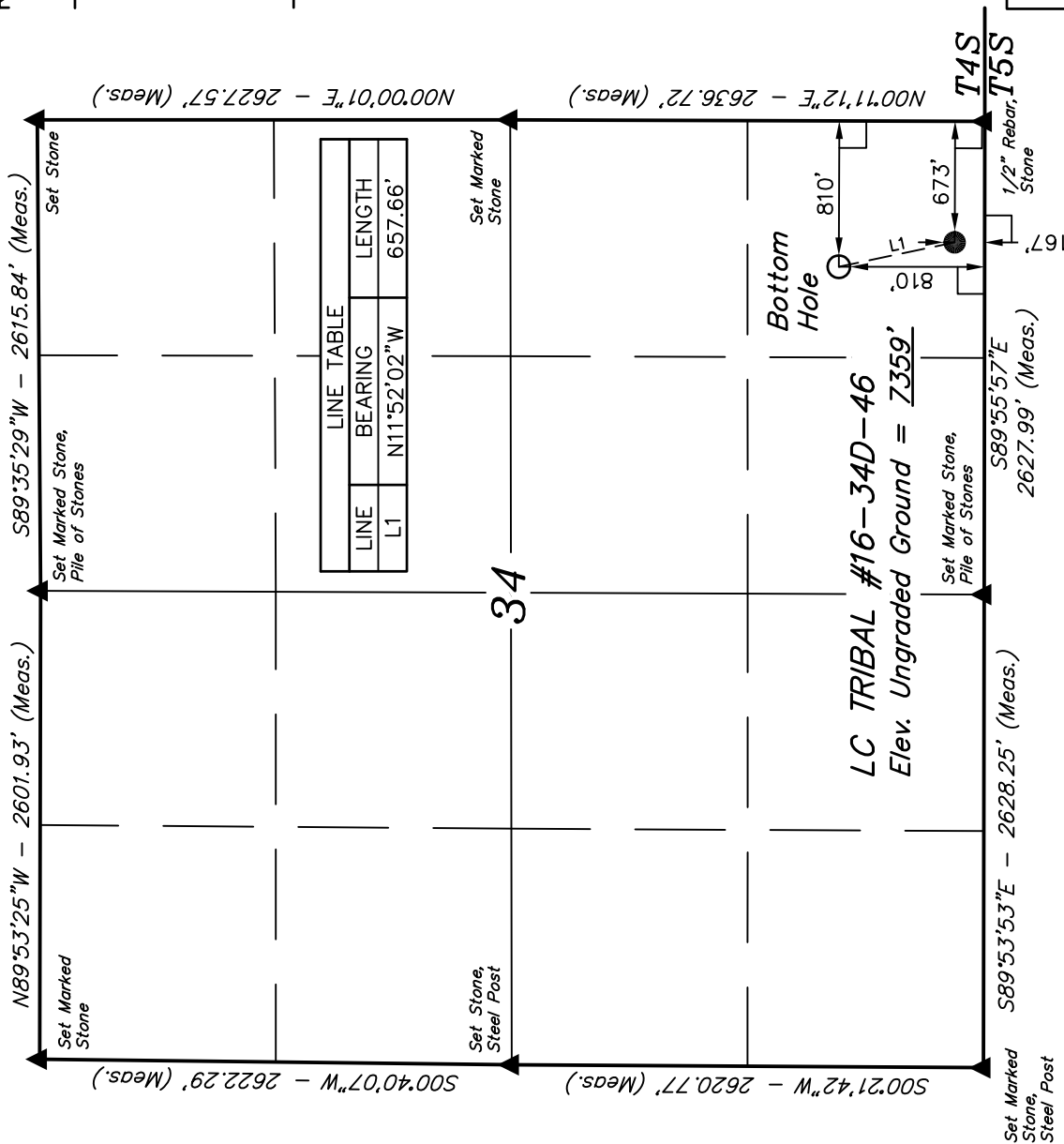
<u>Job Recommendation</u>	<u>Production Casing</u>	
<b>Lead Cement - (4826' - 1300')</b>		
Tuned Light <sup>TM</sup> System	Fluid Weight:	11.0 lbm/gal
	Slurry Yield:	2.31 ft <sup>3</sup> /sk
	Total Mixing Fluid:	10.65 Gal/sk
	Top of Fluid:	1,300'
	Calculated Fill:	3,526'
	Volume:	237.93 bbl
	<b>Proposed Sacks:</b>	<b>580 sks</b>
<b>Tail Cement - (7347' - 4826')</b>		
Econocem <sup>TM</sup> System	Fluid Weight:	13.5 lbm/gal
0.125 lbm/sk Poly-E-Flake	Slurry Yield:	1.42 ft <sup>3</sup> /sk
1.0 lbm/sk Granulite TR 1/4	Total Mixing Fluid:	6.61 Gal/sk
	Top of Fluid:	4,826'
	Calculated Fill:	2,521'
	Volume:	170.13 bbl
	<b>Proposed Sacks:</b>	<b>680 sks</b>

## BASIS OF ELEVATION

BENCH MARK (M67) LOCATED IN THE SW 1/4 OF SECTION 9, T5S, R4W, U.S.B.&M., TAKEN FROM THE DUCHESNE SE, QUADRANGLE, UTAH, DUCHESNE COUNTY, 7.5 MINUTE QUAD. (TOPOGRAPHIC MAP) PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED ON CAP AS BEING 6097 FEET.

# BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.



**LEGEND:**

$\mid = 90^\circ$  SYMBOL

● = PROPOSED WELL HEAD.

▲ = SECTION CORNERS LOCATED.

NAD 83 (TARGET BOTTOM HOLE)		NAD 83 (SURFACE LOCATION)	
LATITUDE = 40°05'05.04"	(40.084733)	LATITUDE = 40°04'58.69"	(40.082969)
LONGITUDE = 110°32'33.64"	(110.542678)	LONGITUDE = 110°32'31.88"	(110.542189)
NAD 27 (TARGET BOTTOM HOLE)		NAD 27 (SURFACE LOCATION)	
LATITUDE = 40°05'05.19"	(40.084775)	LATITUDE = 40°04'58.83"	(40.083008)
LONGITUDE = 110°32'31.08"	(110.541967)	LONGITUDE = 110°32'29.32"	(110.541478)

UNTAAH ENGINEERING & LAND SURVEYING  
85 SOUTH 200 EAST - VERNAL, UTAH 84078  
(435) 789-1017

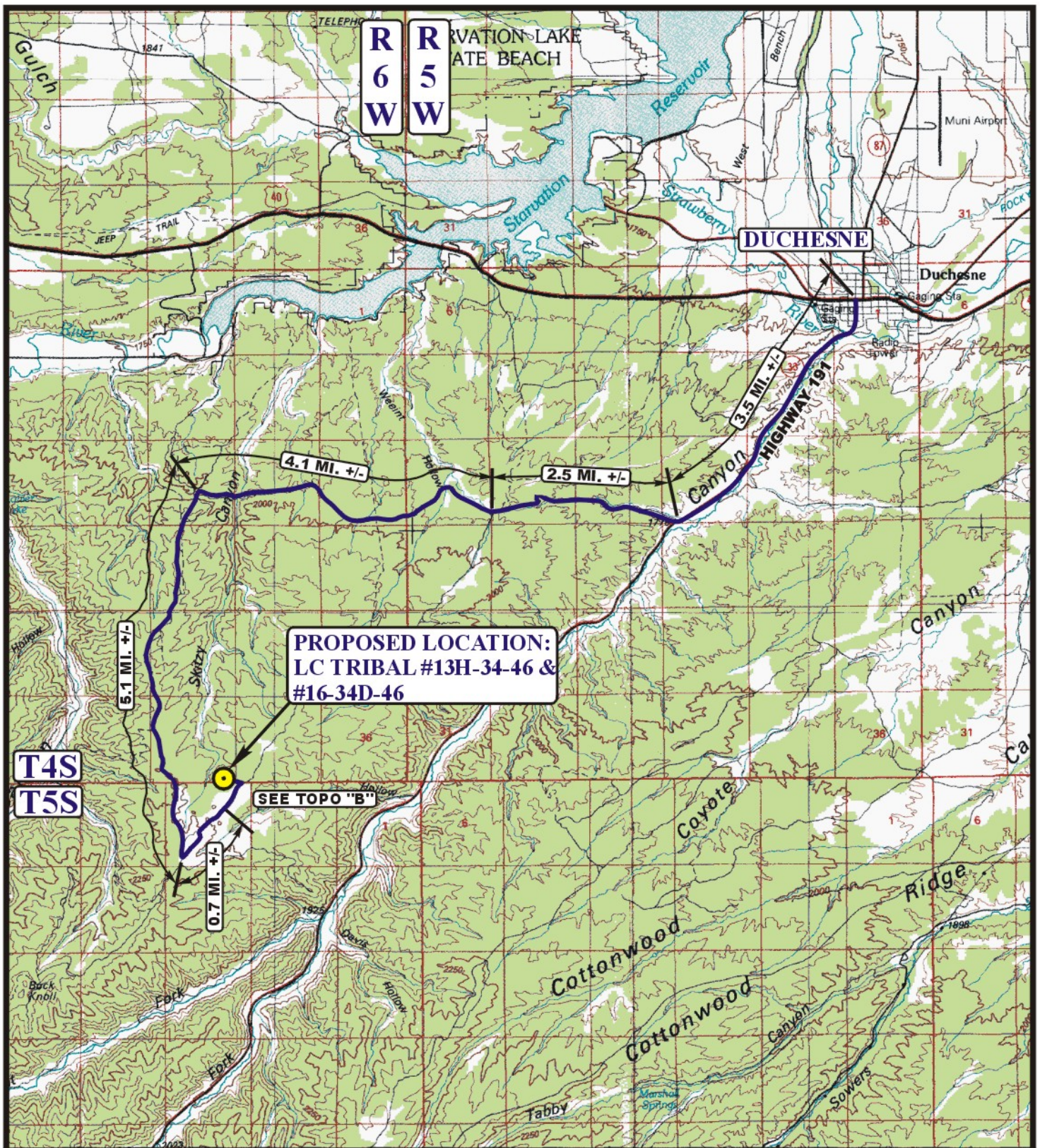
SCALE	DATE SURVEYED:	DATE DRAWN:
1" = 1000'	10-11-11	10-14-11

PARTY		REFERENCES
C.A.	K.H.	K.O.
		G.L.O. PLAT

WEATHER	FILE
WARM	FILE

RECEIVED: May 24, 2012





**LEGEND:**

● PROPOSED LOCATION

**BILL BARRETT CORPORATION**

**LC TRIBAL #13H-34-46 & #16-34D-46  
SECTION 34, T4S, R6W, U.S.B.&M.  
SE 1/4 SE 1/4**



**Uintah Engineering & Land Surveying**  
85 South 200 East Vernal, Utah 84078  
(435) 789-1017 \* FAG (435) 789-1813



**ACCESS ROAD  
MAP**

**07 01 11**  
MONTH DAY YEAR

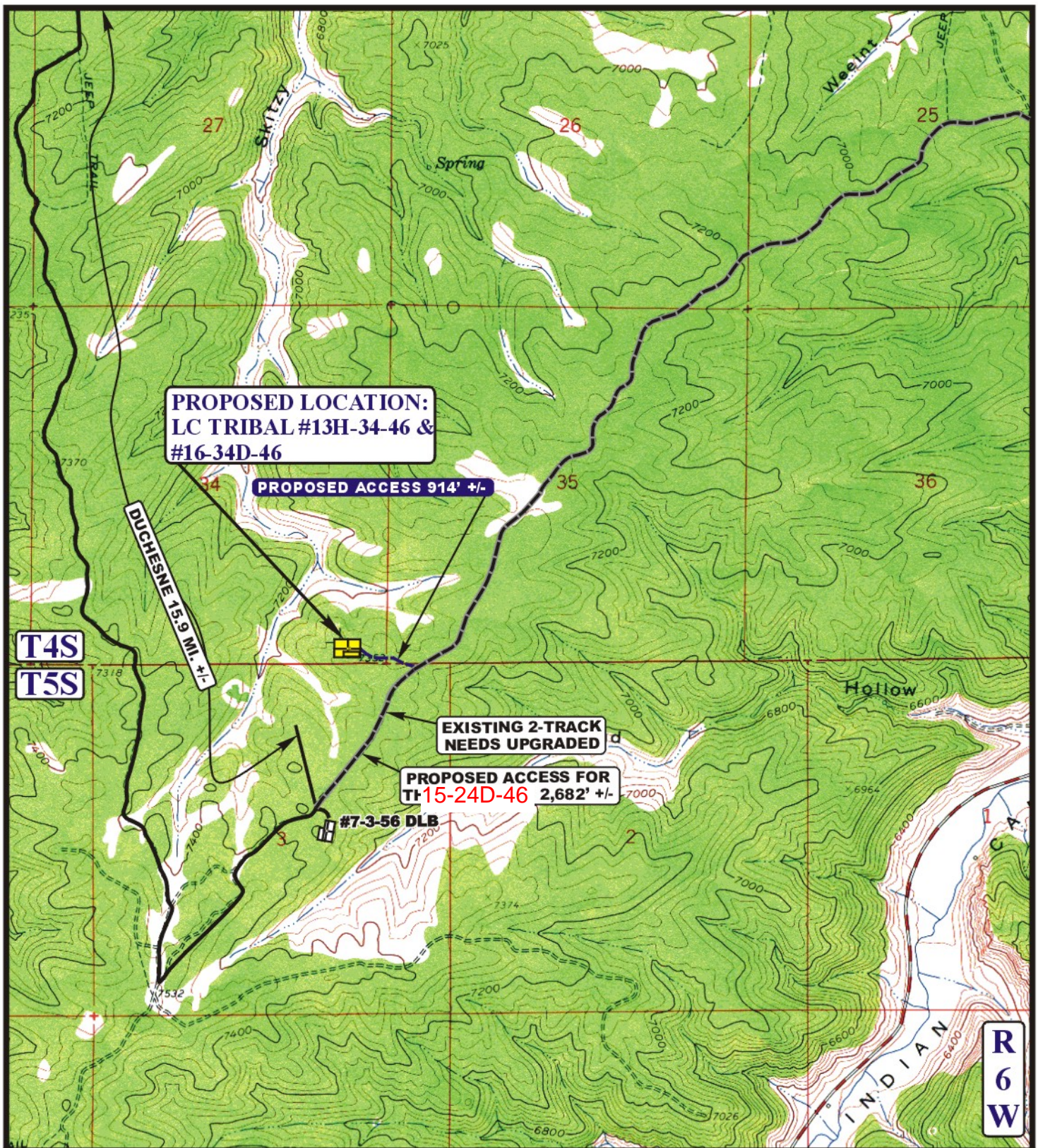
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REVISED: 10-18-11







**LEGEND:**

----- PROPOSED ACCESS ROAD  
 \_\_\_\_\_ EXISTING 2-TRACK NEEDS UPGRADED

**BILL BARRETT CORPORATION**

**LC TRIBAL #13H-34-46 & #16-34D-46  
 SECTION 34, T4S, R6W, U.S.B.&M.  
 SE 1/4 SE 1/4**



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 85 South 200 East Vernal, Utah 84078  
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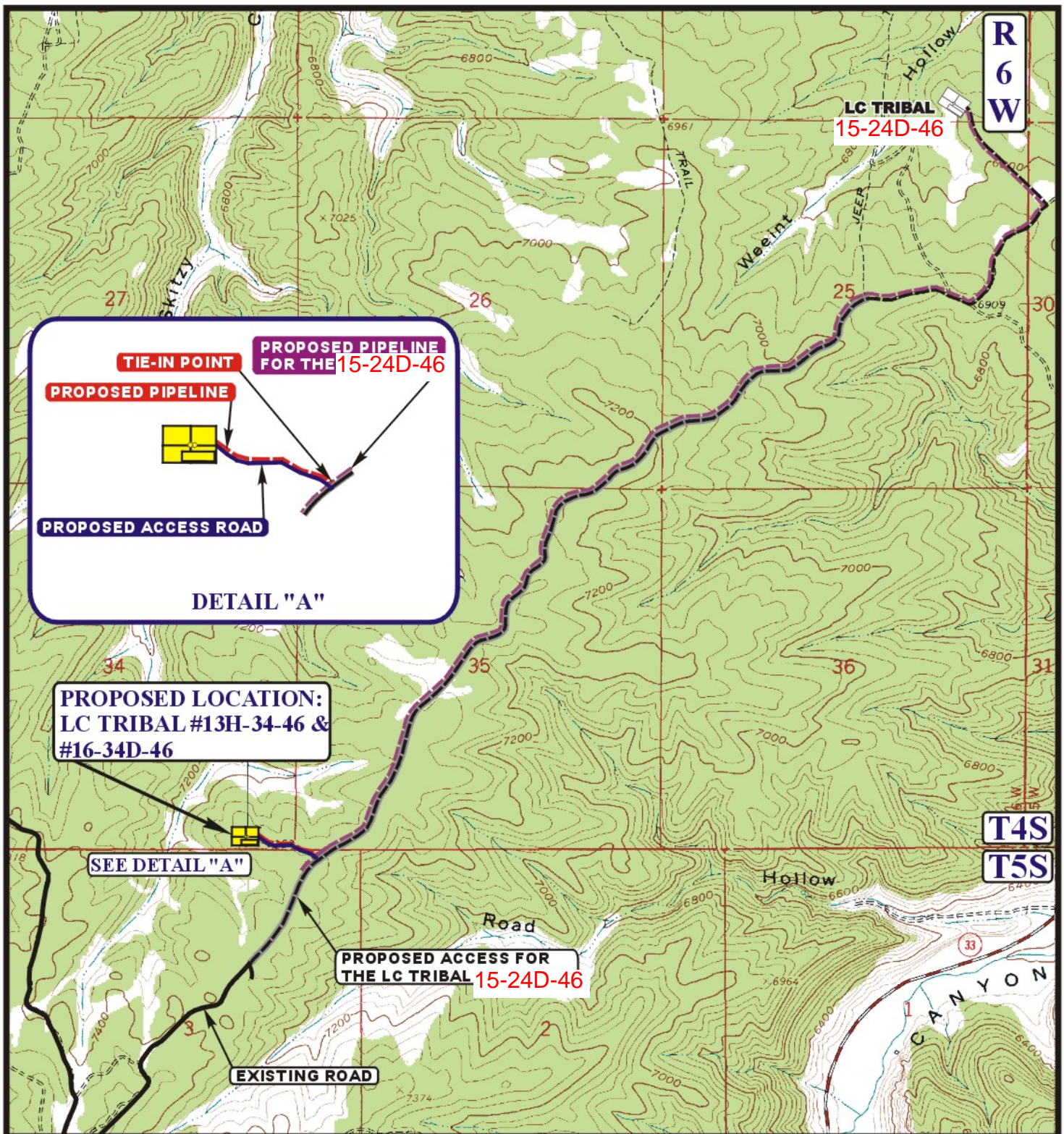
**ACCESS ROAD  
 M A P**

**07 01 11**  
 MONTH DAY YEAR

SCALE: 1" = 2000' DRAWN BY: C.I. REVISED: 10-18-11

**B  
 TOPO**





**APPROXIMATE TOTAL PIPELINE DISTANCE = 907' +/-**

**LEGEND:**

- PROPOSED ACCESS ROAD
- EXISTING 2-TRACK NEEDS UPGRADED
- - - - - PROPOSED PIPELINE
- - - - - PROPOSED PIPELINE (SERVICING OTHER WELLS)



**Utah Engineering & Land Surveying**  
 85 South 200 East Vernal, Utah 84078  
 (435) 789-1017 \* FAX (435) 789-1813



**BILL BARRETT CORPORATION**

**LC TRIBAL #13H-34-46 & #16-34D-46**  
**SECTION 34, T4S, R6W, U.S.B.&M.**  
**SE 1/4 SE 1/4**

**TOPOGRAPHIC**  
**MAP**

**07 01 11**  
 MONTH DAY YEAR

SCALE: 1" = 1000'

DRAWN BY: C.I.

REVISED: 10-18-11







Bill Barrett Corporation

**SITE DETAILS:** 16-34D-46 LC Tribal  
Lake Canyon

 Site Latitude: 40° 4' 58.829 N  
 Site Longitude: 110° 32' 29.321 W

**COMPANY DETAILS:** BILL BARRETT CORP

 Calculation Method: Minimum Curvature  
 Error System: ISCWSA  
 Scan Method: Closest Approach 3D  
 Error Surface: Elliptical Conic  
 Warning Method: Error Ratio

 Positional Uncertainty: 0.0  
 Convergence: 0.61  
 Local North: True

**WELL DETAILS:** 16-34D-46 LC Tribal

Ground Level: 7359.0

+N/-S	+E/-W	Northing	Easting	Latitude	Longitude	Slot
0.0	0.0	638717.80	2268194.25	40° 4' 58.829 N	110° 32' 29.321 W	

**WELLBORE TARGET DETAILS (LAT/LONG)**

Name	TVD	+N/-S	+E/-W	Latitude	Longitude	Shape
16-34D-46 LC Tribal 3PT MKR	4921.0	643.6	-136.8	40° 5' 5.190 N	110° 32' 31.081 W	Rectangle (Sides: L200.0 W200.0)
16-34D-46 LC Tribal PBHL	7256.0	643.6	-136.8	40° 5' 5.190 N	110° 32' 31.081 W	Rectangle (Sides: L200.0 W200.0)

**SECTION DETAILS**

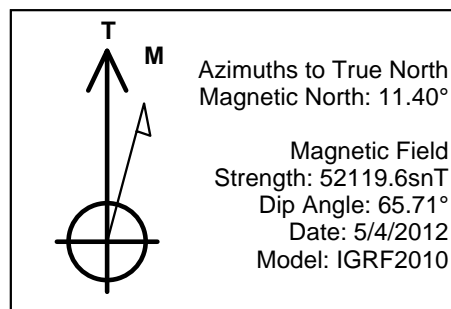
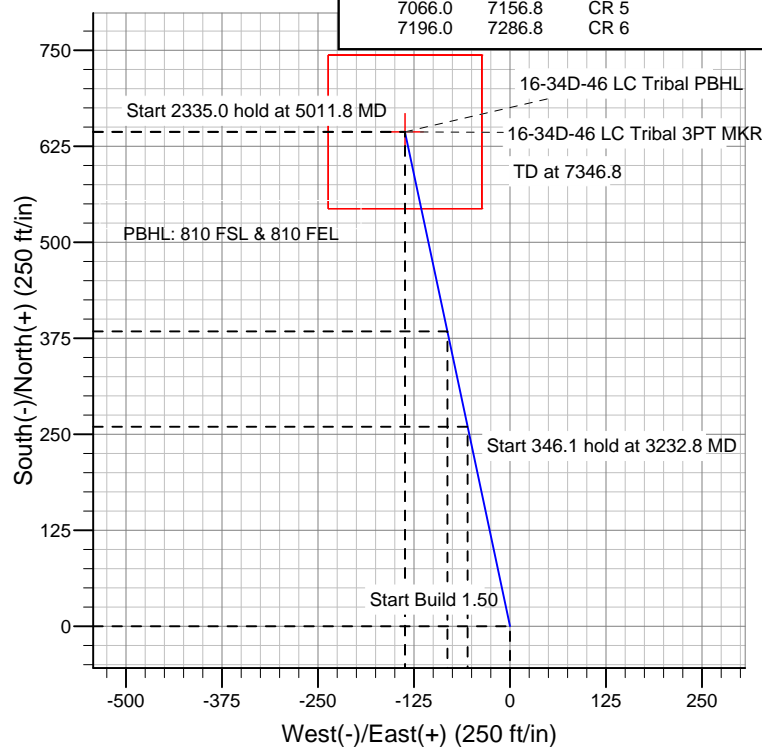
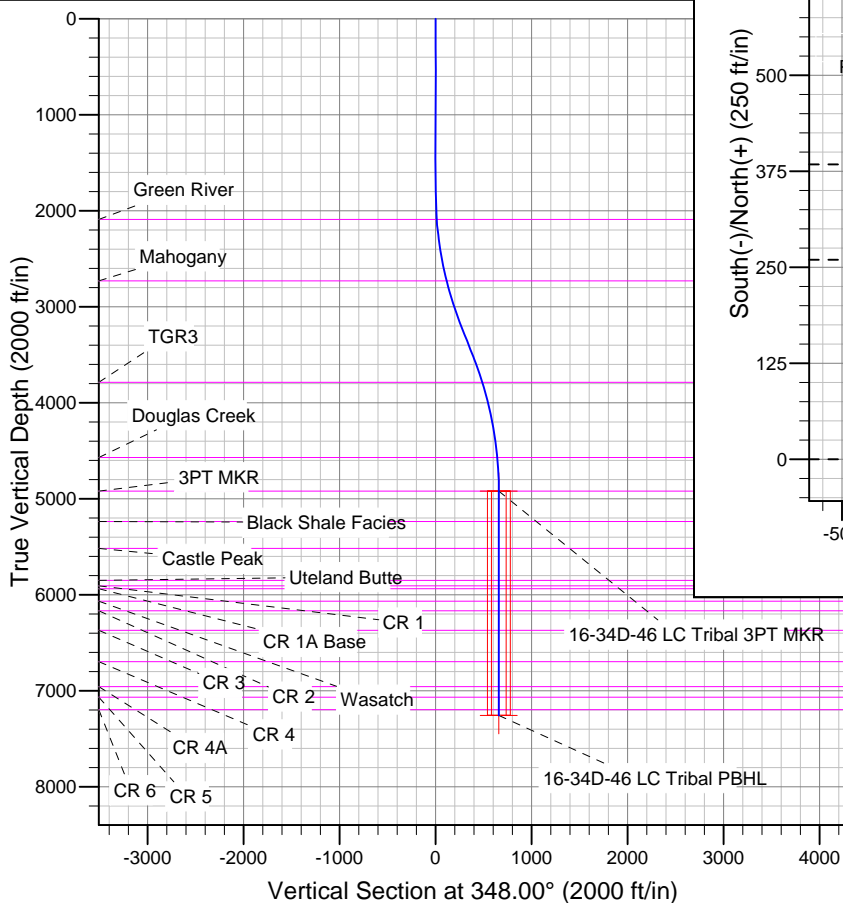
Sec	MD	Inc	Azi	TVD	+N/-S	+E/-W	DLeg	TFace	VSec	Target
1	0.0	0.00	0.00	0.0	0.0	0.0	0.00	0.00	0.0	
2	1800.0	0.00	0.00	1800.0	0.0	0.0	0.00	0.00	0.0	
3	3232.8	21.49	348.00	3199.5	259.8	-55.2	1.50	348.00	265.6	
4	3579.0	21.49	348.00	3521.5	383.8	-81.6	0.00	0.00	392.4	
5	5011.8	0.00	0.00	4921.0	643.6	-136.8	1.50	180.00	658.0	16-34D-46 LC Tribal 3PT MKR
6	7346.8	0.00	0.00	7256.0	643.6	-136.8	0.00	0.00	658.0	16-34D-46 LC Tribal PBHL

**FORMATION TOP DETAILS**

TVDPath	MDPath	Formation
2091.0	2091.3	Green River
2731.0	2740.5	Mahogany
3786.0	3859.4	TGR3
4571.0	4661.3	Douglas Creek
4921.0	5011.8	3PT MKR
5236.0	5326.8	Black Shale Facies
5516.0	5606.8	Castle Peak
5851.0	5941.8	Uteland Butte
5906.0	5996.8	CR 1
5936.0	6026.8	CR 1A Base
6066.0	6156.8	Wasatch
6166.0	6256.8	CR 2
6371.0	6461.8	CR 3
6696.0	6786.8	CR 4
6956.0	7046.8	CR 4A
7066.0	7156.8	CR 5
7196.0	7286.8	CR 6

**CASING DETAILS**

No casing data is available



# **BILL BARRETT CORP**

**DUCHESNE COUNTY, UT (NAD 27)**

**16-34D-46 LC Tribal**

**16-34D-46 LC Tribal**

**16-34D-46 LC Tribal**

**Plan: Design #1**

## **Standard Planning Report**

**04 May, 2012**



## Bill Barrett Corp

## Planning Report

<b>Database:</b>	Compass	<b>Local Co-ordinate Reference:</b>	Well 16-34D-46 LC Tribal
<b>Company:</b>	BILL BARRETT CORP	<b>TVD Reference:</b>	KB @ 7375.0ft (Original Well Elev)
<b>Project:</b>	DUCHESNE COUNTY, UT (NAD 27)	<b>MD Reference:</b>	KB @ 7375.0ft (Original Well Elev)
<b>Site:</b>	16-34D-46 LC Tribal	<b>North Reference:</b>	True
<b>Well:</b>	16-34D-46 LC Tribal	<b>Survey Calculation Method:</b>	Minimum Curvature
<b>Wellbore:</b>	16-34D-46 LC Tribal		
<b>Design:</b>	Design #1		

<b>Project</b>	DUCHESNE COUNTY, UT (NAD 27)		
<b>Map System:</b>	US State Plane 1927 (Exact solution)	<b>System Datum:</b>	Ground Level
<b>Geo Datum:</b>	NAD 1927 (NADCON CONUS)		
<b>Map Zone:</b>	Utah Central 4302		

Site		16-34D-46 LC Tribal			
Site Position:		Northing:	638,717.81 ft	Latitude:	40° 4' 58.829 N
From:	Lat/Long	Easting:	2,268,194.25 ft	Longitude:	110° 32' 29.321 W
Position Uncertainty:	0.0 ft	Slot Radius:	"	Grid Convergence:	0.61 °

Well	16-34D-46 LC Tribal					
Well Position	+N/-S	0.0 ft	Northing:	638,717.80 ft	Latitude:	40° 4' 58.829 N
	+E/-W	0.0 ft	Easting:	2,268,194.25 ft	Longitude:	110° 32' 29.321 W
Position Uncertainty		0.0 ft	Wellhead Elevation:	ft	Ground Level:	7,359.0 ft

<b>Wellbore</b>	16-34D-46 LC Tribal				
<b>Magnetics</b>	<b>Model Name</b>	<b>Sample Date</b>	<b>Declination (°)</b>	<b>Dip Angle (°)</b>	<b>Field Strength (nT)</b>
	IGRF2010	5/4/2012	11.40	65.71	52,120

<b>Design</b>	Design #1			
<b>Audit Notes:</b>				
<b>Version:</b>	<b>Phase:</b>	PLAN	<b>Tie On Depth:</b>	0.0
<b>Vertical Section:</b>	<b>Depth From (TVD) (ft)</b>	<b>+N/-S (ft)</b>	<b>+E/-W (ft)</b>	<b>Direction (°)</b>
	0.0	0.0	0.0	348.00

<b>Plan Sections</b>										
Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Turn Rate (°/100ft)	TFO (°)	Target
0.0	0.00	0.00	0.0	0.0	0.0	0.00	0.00	0.00	0.00	
1,800.0	0.00	0.00	1,800.0	0.0	0.0	0.00	0.00	0.00	0.00	
3,232.8	21.49	348.00	3,199.5	259.8	-55.2	1.50	1.50	0.00	348.00	
3,579.0	21.49	348.00	3,521.5	383.8	-81.6	0.00	0.00	0.00	0.00	
5,011.8	0.00	0.00	4,921.0	643.6	-136.8	1.50	-1.50	0.00	180.00	16-34D-46 LC Tribal 3
7,346.8	0.00	0.00	7,256.0	643.6	-136.8	0.00	0.00	0.00	0.00	16-34D-46 LC Tribal f

## Bill Barrett Corp

## Planning Report

<b>Database:</b>	Compass	<b>Local Co-ordinate Reference:</b>	Well 16-34D-46 LC Tribal
<b>Company:</b>	BILL BARRETT CORP	<b>TVD Reference:</b>	KB @ 7375.0ft (Original Well Elev)
<b>Project:</b>	DUCHESNE COUNTY, UT (NAD 27)	<b>MD Reference:</b>	KB @ 7375.0ft (Original Well Elev)
<b>Site:</b>	16-34D-46 LC Tribal	<b>North Reference:</b>	True
<b>Well:</b>	16-34D-46 LC Tribal	<b>Survey Calculation Method:</b>	Minimum Curvature
<b>Wellbore:</b>	16-34D-46 LC Tribal		
<b>Design:</b>	Design #1		

Planned Survey									
Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Turn Rate (°/100ft)
0.0	0.00	0.00	0.0	0.0	0.0	0.0	0.00	0.00	0.00
100.0	0.00	0.00	100.0	0.0	0.0	0.0	0.00	0.00	0.00
200.0	0.00	0.00	200.0	0.0	0.0	0.0	0.00	0.00	0.00
300.0	0.00	0.00	300.0	0.0	0.0	0.0	0.00	0.00	0.00
400.0	0.00	0.00	400.0	0.0	0.0	0.0	0.00	0.00	0.00
500.0	0.00	0.00	500.0	0.0	0.0	0.0	0.00	0.00	0.00
600.0	0.00	0.00	600.0	0.0	0.0	0.0	0.00	0.00	0.00
700.0	0.00	0.00	700.0	0.0	0.0	0.0	0.00	0.00	0.00
800.0	0.00	0.00	800.0	0.0	0.0	0.0	0.00	0.00	0.00
900.0	0.00	0.00	900.0	0.0	0.0	0.0	0.00	0.00	0.00
1,000.0	0.00	0.00	1,000.0	0.0	0.0	0.0	0.00	0.00	0.00
1,100.0	0.00	0.00	1,100.0	0.0	0.0	0.0	0.00	0.00	0.00
1,200.0	0.00	0.00	1,200.0	0.0	0.0	0.0	0.00	0.00	0.00
1,300.0	0.00	0.00	1,300.0	0.0	0.0	0.0	0.00	0.00	0.00
1,400.0	0.00	0.00	1,400.0	0.0	0.0	0.0	0.00	0.00	0.00
1,500.0	0.00	0.00	1,500.0	0.0	0.0	0.0	0.00	0.00	0.00
1,600.0	0.00	0.00	1,600.0	0.0	0.0	0.0	0.00	0.00	0.00
1,700.0	0.00	0.00	1,700.0	0.0	0.0	0.0	0.00	0.00	0.00
1,800.0	0.00	0.00	1,800.0	0.0	0.0	0.0	0.00	0.00	0.00
1,900.0	1.50	348.00	1,900.0	1.3	-0.3	1.3	1.50	1.50	0.00
2,000.0	3.00	348.00	1,999.9	5.1	-1.1	5.2	1.50	1.50	0.00
2,091.3	4.37	348.00	2,091.0	10.9	-2.3	11.1	1.50	1.50	0.00
<b>Green River</b>									
2,100.0	4.50	348.00	2,099.7	11.5	-2.4	11.8	1.50	1.50	0.00
2,200.0	6.00	348.00	2,199.3	20.5	-4.4	20.9	1.50	1.50	0.00
2,300.0	7.50	348.00	2,298.6	32.0	-6.8	32.7	1.50	1.50	0.00
2,400.0	9.00	348.00	2,397.5	46.0	-9.8	47.0	1.50	1.50	0.00
2,500.0	10.50	348.00	2,496.1	62.6	-13.3	64.0	1.50	1.50	0.00
2,600.0	12.00	348.00	2,594.2	81.6	-17.4	83.5	1.50	1.50	0.00
2,700.0	13.50	348.00	2,691.7	103.2	-21.9	105.5	1.50	1.50	0.00
2,740.5	14.11	348.00	2,731.0	112.7	-24.0	115.2	1.50	1.50	0.00
<b>Mahogany</b>									
2,800.0	15.00	348.00	2,788.6	127.3	-27.1	130.2	1.50	1.50	0.00
2,900.0	16.50	348.00	2,884.9	153.9	-32.7	157.3	1.50	1.50	0.00
3,000.0	18.00	348.00	2,980.4	182.9	-38.9	186.9	1.50	1.50	0.00
3,100.0	19.50	348.00	3,075.0	214.3	-45.6	219.1	1.50	1.50	0.00
3,200.0	21.00	348.00	3,168.9	248.2	-52.8	253.7	1.50	1.50	0.00
3,232.8	21.49	348.00	3,199.5	259.8	-55.2	265.6	1.50	1.50	0.00
3,300.0	21.49	348.00	3,262.0	283.9	-60.3	290.2	0.00	0.00	0.00
3,400.0	21.49	348.00	3,355.0	319.7	-68.0	326.8	0.00	0.00	0.00
3,500.0	21.49	348.00	3,448.1	355.5	-75.6	363.5	0.00	0.00	0.00
3,579.0	21.49	348.00	3,521.5	383.8	-81.6	392.4	0.00	0.00	0.00
3,600.0	21.18	348.00	3,541.1	391.3	-83.2	400.1	1.50	-1.50	0.00
3,700.0	19.68	348.00	3,634.8	425.5	-90.4	435.0	1.50	-1.50	0.00
3,800.0	18.18	348.00	3,729.4	457.2	-97.2	467.4	1.50	-1.50	0.00
3,859.4	17.29	348.00	3,786.0	474.9	-100.9	485.5	1.50	-1.50	0.00
<b>TGR3</b>									
3,900.0	16.68	348.00	3,824.8	486.5	-103.4	497.4	1.50	-1.50	0.00
4,000.0	15.18	348.00	3,921.0	513.3	-109.1	524.8	1.50	-1.50	0.00
4,100.0	13.68	348.00	4,017.8	537.7	-114.3	549.7	1.50	-1.50	0.00
4,200.0	12.18	348.00	4,115.3	559.6	-119.0	572.1	1.50	-1.50	0.00
4,300.0	10.68	348.00	4,213.3	579.0	-123.1	591.9	1.50	-1.50	0.00
4,400.0	9.18	348.00	4,311.8	595.8	-126.7	609.1	1.50	-1.50	0.00

## Bill Barrett Corp

## Planning Report

<b>Database:</b>	Compass	<b>Local Co-ordinate Reference:</b>	Well 16-34D-46 LC Tribal
<b>Company:</b>	BILL BARRETT CORP	<b>TVD Reference:</b>	KB @ 7375.0ft (Original Well Elev)
<b>Project:</b>	DUCHESNE COUNTY, UT (NAD 27)	<b>MD Reference:</b>	KB @ 7375.0ft (Original Well Elev)
<b>Site:</b>	16-34D-46 LC Tribal	<b>North Reference:</b>	True
<b>Well:</b>	16-34D-46 LC Tribal	<b>Survey Calculation Method:</b>	Minimum Curvature
<b>Wellbore:</b>	16-34D-46 LC Tribal		
<b>Design:</b>	Design #1		

Planned Survey									
Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Turn Rate (°/100ft)
4,500.0	7.68	348.00	4,410.7	610.2	-129.7	623.8	1.50	-1.50	0.00
4,600.0	6.18	348.00	4,510.0	621.9	-132.2	635.8	1.50	-1.50	0.00
4,661.3	5.26	348.00	4,571.0	627.9	-133.5	642.0	1.50	-1.50	0.00
<b>Douglas Creek</b>									
4,700.0	4.68	348.00	4,609.5	631.2	-134.2	645.3	1.50	-1.50	0.00
4,800.0	3.18	348.00	4,709.3	637.9	-135.6	652.1	1.50	-1.50	0.00
4,900.0	1.68	348.00	4,809.2	642.0	-136.5	656.4	1.50	-1.50	0.00
5,000.0	0.18	348.00	4,909.2	643.6	-136.8	658.0	1.50	-1.50	0.00
5,011.8	0.00	0.00	4,921.0	643.6	-136.8	658.0	1.50	-1.50	0.00
<b>3PT MKR</b>									
5,100.0	0.00	0.00	5,009.2	643.6	-136.8	658.0	0.00	0.00	0.00
5,200.0	0.00	0.00	5,109.2	643.6	-136.8	658.0	0.00	0.00	0.00
5,300.0	0.00	0.00	5,209.2	643.6	-136.8	658.0	0.00	0.00	0.00
5,326.8	0.00	0.00	5,236.0	643.6	-136.8	658.0	0.00	0.00	0.00
<b>Black Shale Facies</b>									
5,400.0	0.00	0.00	5,309.2	643.6	-136.8	658.0	0.00	0.00	0.00
5,500.0	0.00	0.00	5,409.2	643.6	-136.8	658.0	0.00	0.00	0.00
5,600.0	0.00	0.00	5,509.2	643.6	-136.8	658.0	0.00	0.00	0.00
5,606.8	0.00	0.00	5,516.0	643.6	-136.8	658.0	0.00	0.00	0.00
<b>Castle Peak</b>									
5,700.0	0.00	0.00	5,609.2	643.6	-136.8	658.0	0.00	0.00	0.00
5,800.0	0.00	0.00	5,709.2	643.6	-136.8	658.0	0.00	0.00	0.00
5,900.0	0.00	0.00	5,809.2	643.6	-136.8	658.0	0.00	0.00	0.00
5,941.8	0.00	0.00	5,851.0	643.6	-136.8	658.0	0.00	0.00	0.00
<b>Uteland Butte</b>									
5,996.8	0.00	0.00	5,906.0	643.6	-136.8	658.0	0.00	0.00	0.00
<b>CR 1</b>									
6,000.0	0.00	0.00	5,909.2	643.6	-136.8	658.0	0.00	0.00	0.00
6,026.8	0.00	0.00	5,936.0	643.6	-136.8	658.0	0.00	0.00	0.00
<b>CR 1A Base</b>									
6,100.0	0.00	0.00	6,009.2	643.6	-136.8	658.0	0.00	0.00	0.00
6,156.8	0.00	0.00	6,066.0	643.6	-136.8	658.0	0.00	0.00	0.00
<b>Wasatch</b>									
6,200.0	0.00	0.00	6,109.2	643.6	-136.8	658.0	0.00	0.00	0.00
6,256.8	0.00	0.00	6,166.0	643.6	-136.8	658.0	0.00	0.00	0.00
<b>CR 2</b>									
6,300.0	0.00	0.00	6,209.2	643.6	-136.8	658.0	0.00	0.00	0.00
6,400.0	0.00	0.00	6,309.2	643.6	-136.8	658.0	0.00	0.00	0.00
6,461.8	0.00	0.00	6,371.0	643.6	-136.8	658.0	0.00	0.00	0.00
<b>CR 3</b>									
6,500.0	0.00	0.00	6,409.2	643.6	-136.8	658.0	0.00	0.00	0.00
6,600.0	0.00	0.00	6,509.2	643.6	-136.8	658.0	0.00	0.00	0.00
6,700.0	0.00	0.00	6,609.2	643.6	-136.8	658.0	0.00	0.00	0.00
6,786.8	0.00	0.00	6,696.0	643.6	-136.8	658.0	0.00	0.00	0.00
<b>CR 4</b>									
6,800.0	0.00	0.00	6,709.2	643.6	-136.8	658.0	0.00	0.00	0.00
6,900.0	0.00	0.00	6,809.2	643.6	-136.8	658.0	0.00	0.00	0.00
7,000.0	0.00	0.00	6,909.2	643.6	-136.8	658.0	0.00	0.00	0.00
7,046.8	0.00	0.00	6,956.0	643.6	-136.8	658.0	0.00	0.00	0.00
<b>CR 4A</b>									
7,100.0	0.00	0.00	7,009.2	643.6	-136.8	658.0	0.00	0.00	0.00
7,156.8	0.00	0.00	7,066.0	643.6	-136.8	658.0	0.00	0.00	0.00
<b>CR 5</b>									

**Bill Barrett Corp**

## Planning Report

<b>Database:</b>	Compass	<b>Local Co-ordinate Reference:</b>	Well 16-34D-46 LC Tribal
<b>Company:</b>	BILL BARRETT CORP	<b>TVD Reference:</b>	KB @ 7375.0ft (Original Well Elev)
<b>Project:</b>	DUCHESNE COUNTY, UT (NAD 27)	<b>MD Reference:</b>	KB @ 7375.0ft (Original Well Elev)
<b>Site:</b>	16-34D-46 LC Tribal	<b>North Reference:</b>	True
<b>Well:</b>	16-34D-46 LC Tribal	<b>Survey Calculation Method:</b>	Minimum Curvature
<b>Wellbore:</b>	16-34D-46 LC Tribal		
<b>Design:</b>	Design #1		

Planned Survey									
Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Turn Rate (°/100ft)
7,200.0	0.00	0.00	7,109.2	643.6	-136.8	658.0	0.00	0.00	0.00
7,286.8	0.00	0.00	7,196.0	643.6	-136.8	658.0	0.00	0.00	0.00
<b>CR 6</b>									
7,300.0	0.00	0.00	7,209.2	643.6	-136.8	658.0	0.00	0.00	0.00
7,346.8	0.00	0.00	7,256.0	643.6	-136.8	658.0	0.00	0.00	0.00

Formations					
Measured Depth (ft)	Vertical Depth (ft)	Name	Lithology	Dip (°)	Dip Direction (°)
2,091.3	2,091.0	Green River		0.00	
2,740.5	2,731.0	Mahogany		0.00	
3,859.4	3,786.0	TGR3		0.00	
4,661.3	4,571.0	Douglas Creek		0.00	
5,011.8	4,921.0	3PT MKR		0.00	
5,326.8	5,236.0	Black Shale Facies		0.00	
5,606.8	5,516.0	Castle Peak		0.00	
5,941.8	5,851.0	Uteland Butte		0.00	
5,996.8	5,906.0	CR 1		0.00	
6,026.8	5,936.0	CR 1A Base		0.00	
6,156.8	6,066.0	Wasatch		0.00	
6,256.8	6,166.0	CR 2		0.00	
6,461.8	6,371.0	CR 3		0.00	
6,786.8	6,696.0	CR 4		0.00	
7,046.8	6,956.0	CR 4A		0.00	
7,156.8	7,066.0	CR 5		0.00	
7,286.8	7,196.0	CR 6		0.00	

**EASEMENT LEASE AGREEMENT  
BILL BARRETT CORPORATION'S  
PHASE 9 DEVELOPMENT**

**70 1598**

**LC Tribal #13H-26-46 and #16-26D-46 Wellsite and Access Road  
LC Tribal #13H-23-46 and #16-23D-46 Wellsite, Access Road, and Pipeline Corridor  
LC Tribal #16H-27-46 Wellsite, Access Road, and Pipeline Corridor  
LC Tribal #13H-34-46 and #16-34D-46 Wellsite, Access Road, and Pipeline Corridor  
LC Tribal #15-24D-46 Access Road and Pipeline Corridors  
LC Tribal #4H-22-46 Access Road and Pipeline Corridors  
#16-25D-37 BTR Access Road, Pipeline, and Powerline Corridors**

**AVINTAQUIN WILDLIFE MANAGEMENT AREA  
RABBIT GULCH UNIT OF TABBY MOUNTAIN WILDLIFE MANAGEMENT AREA**

**UDWR Easement Lease No. DUCH-1110EA-0232**

THIS NON-EXCLUSIVE EASEMENT LEASE AGREEMENT ("Agreement") is made by and between the **Utah Division of Wildlife Resources** whose address is 1594 West North Temple, Suite 2110, Salt Lake City, Utah 84114-6301 (hereafter "**Surface Owner**") and **Bill Barrett Corporation**, whose address is 1099 18<sup>th</sup> Street, Suite 2300, Denver, Colorado 80202 (hereafter "**Lessee**"). Surface Owner and Lessee are collectively referred to as "the **Parties**". "Easement Lease" means the lease of an easement or right-of-way, for which the purpose, specific use, rights granted, location, term, fees, and other conditions are set forth herein.

**EXHIBITS**

- A.1 Legal Descriptions of Wellsite Perimeter and Access Road for LC Tribal #13H-26-46 and #16-26D-46 Wellsite
- A.2 Depictions of Wellsite, Access Road, and Pipeline Corridor for LC Tribal #13H-26-46 and #16-26D-46 Wellsite
- B.1 Legal Description of Wellsite Perimeter and Access Road and Pipeline Corridor Centerlines for LC Tribal #13H-23-46 and #16-23D-46 Wellsite
- B.2 Depictions of Wellsite, Access Road, and Pipeline Corridor for LC Tribal #13H-23-46 and #16-23D-46 Wellsite
- C.1 Legal Descriptions of Wellsite Perimeter and Access Road and Pipeline Corridor Centerlines for LC Tribal #16H-27-46 Wellsite
- C.2 Depictions of Wellsite, Access Road, and Pipeline Corridor for LC Tribal #16H-27-46 Wellsite
- D.1 Legal Descriptions of Wellsite Perimeter and Access Road and Pipeline Corridor Centerlines for LC Tribal #13H-34-46 and #16-34D-46 Wellsite
- D.2 Depictions of Wellsite, Access Road, and Pipeline Corridor for LC Tribal #13H-34-46 and #16-34D-46 Wellsite
- E.1 Legal Descriptions of Access Road and Pipeline Corridor Centerlines for LC Tribal #15-24D-46 Wellsite
- E.2 Depictions of Access Road and Pipeline Corridor for LC Tribal #15-24D-46 Wellsite
- F.1 Legal Descriptions of Access Road and Pipeline Corridor Centerlines for LC Tribal #4H-22-46 Wellsite
- F.2 Depictions of Access Road and Pipeline Corridors LC Tribal #4H-22-46 Wellsite
- G.1 Legal Descriptions of Access Road, Pipeline, and Powerline Corridor Centerlines for #16-25D-37 BTR Wellsite
- G.2 Depictions of Access Road, Pipeline, and Powerline Corridors for #16-25D-37 BTR Wellsite
- H Surface Use and Reclamation Plan for Lessee's Phase 9 Development Program, Lake Canyon and Tabby Mountain Areas, Duchesne County, Utah
- I Reclamation Performance Bond Number LPM9062886

## SECTION 1 GRANT AND LOCATION OF EASEMENT

- 1.1 Burdened Property.** Surface Owner owns certain real property known to Surface Owner as the Rabbit Gulch Unit of the Tabby Mountain Wildlife Management Area (“WMA”). Surface Owner represents that its purposes and uses of owning said WMA is to provide important habitat for wildlife, and to provide wildlife-based recreation for the general public. Surface Owner grants and conveys to Lessee a nonexclusive easement lease (“Easement”) for four wellsites (“Wellsites” or “Damage Areas”) and supporting access roads, pipelines, and powerline corridors associated with those wellsites and for access roads, pipelines, and powerline corridors associated with wellsites on lands adjacent to the WMA specifically identified herein. The legal descriptions of the wellsite perimeter and the access road, pipeline, and powerline corridors, whichever the case may be, of the portions of the WMA to which Lessee is hereby granted an Easement are set forth in Exhibits A.1, B.1, C.1, D.1, E.1, F.1, and G.1, said property hereafter referred to as “Burdened Property” and approximately depicted in Exhibits A.2, B.2, C.2, D.2, E.2, F.2, and G.2. Lessee shall have a 50-foot wide easement, 25 feet on either side of the pipeline and access road centerlines described respectively in Exhibits A.1, B.1, C.1, D.1, E.1, F.1, and G.1 during the construction of the respective access roads and pipelines, thereafter to be reduced to a 30-foot width, 15 feet on either side of the respective centerlines. Lessee shall have a 150-foot wide easement, 75 feet on either side of the powerline corridor centerline.
- 1.2 Right of Third Parties.** This Easement is subject to all valid interests of third parties. Surface Owner claims title in fee simple, but does not warrant to Lessee the validity of title to the Burdened Property. Lessee shall have no claim for damages or refund against Surface Owner for any claimed failure or deficiency of Surface Owner’s title to said lands, or for interference by any third party.
- 1.3 Surveys, Maps, and Plans.** In executing this Agreement, Surface Owner is relying upon the surveys, plats, diagrams, and/or legal descriptions provided by Lessee. Lessee is not relying upon, and Surface Owner is not making any representations about any surveys, plats, diagrams, and/or legal descriptions provided by Surface Owner.
- 1.4 Headings.** The Headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Easement nor the meaning of any of its provisions.

## SECTION 2 PURPOSE AND SCOPE OF EASEMENT

- 2.1 Purpose.** This Easement is granted for the purpose of ingress and egress for the construction, installation, operation, maintenance, repair, and replacement as necessary of drill pads, pipelines, access roads, and powerlines, subject to and in accordance with the restrictions and conditions set forth herein, in support of Lessee’s oil and gas operations on the Burdened Property, and for no other purpose. Lessee agrees that it shall not remove from Surface Owner’s property ordinary sand and gravel or wood products of any kind without the appropriate permit or other written authorization from Surface Owner. Any unauthorized use of the Burdened Property shall be considered a material breach of this Agreement.
- 2.2 Number and Kind of Infrastructure.** Under this Agreement, Lessee shall have the right to construct, maintain and repair up to three buried pipelines, not to exceed Thirteen (13) inches in diameter, within each pipeline easement corridors described in Exhibits A.1, B.1, C.1, D.1, E.1, F.1 and G.1. No other difference in the number, kind, or size of permanent structures to be constructed on the Burdened Property shall be allowed from that set forth in this Agreement, except production facilities, storage tanks, and such equipment deemed necessary by Lessee for the production of the wells located on the Burdened Property, said production facilities, storage tanks, and such equipment to be located on the Damage Areas. Paving of any road is expressly prohibited.

- 2.3 Raptor-Safe Construction.** Power lines shall be raptor safe to ensure compliance with the Migratory Bird Treaty Act. Important design components for raptor protection shall include providing adequate separation between conductors and/or grounded hardware, or insulating hardware or conductors against simultaneous contact if such separation is not possible. Perch guards may also be used to prevent larger raptors from landing on the power poles. Specific guidelines are provided the Avian Power Line Interaction Committee's publications, "Mitigating Bird Collisions with Power Lines: The State of the Art in 1994," and, "Suggested Practices for Raptor Protection on Power Lines: The State of the Art in 2006," prepared for the Edison Electric Institute/Raptor Research Foundation, Washington, D.C. In addition, "The Avian Protection Plan Guidelines" (2005) provides a useful toolbox of measures to mitigate the impacts of power lines on raptors. These documents are available at <http://www.aplic.org>.
- 2.4 Exclusivity.** It is expressly understood and agreed that the right herein granted is non-exclusive. Surface Owner hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the Burdened Property where such uses are appropriate and compatible, or dispose of the property by sale or exchange.
- 2.5 Permittees.** Lessee may permit its respective employees, agents, contractors, licensees, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted herein. Acts or omissions of the Permittees operating under this Easement shall be deemed an act of Lessee.
- 2.6 Seasonal Restrictions.**
- (a) Lessee shall not engage in construction activities on the Burdened Property including and between the dates of November 30 to April 15 ("Seasonal Closure").. Lessee shall have the right to enter the Burdened Property during Seasonal Closure for service, maintenance and repair of its production facilities and the wells to the extent that such service, maintenance and repair could not have reasonably been anticipated or could not reasonably be scheduled for dates outside Seasonal Closure.
  - (b) Lessee shall have the right to enter the Burdened Property at any time for emergency activities to prevent environmental damage. Lessee shall notify Surface Owner of such emergency activities in accordance with Section 5 of this Agreement.
  - (c) The Parties agree that, except for emergency activities described in Subsection 2.5(b), should activities for major construction or major maintenance or repair projects during Seasonal Closure be desired by Lessee, the Parties shall consult in good faith to determine how such activities might be accomplished without undue harm to wildlife.
  - (d) The Parties agree that should extraordinary circumstances arise, including extraordinarily inclement weather, during Seasonal Closure wherein activities permitted under this Agreement would result in significant harm or stress to or for wildlife, the Parties shall consult in good faith to determine how that significant harm or stress might be avoided.
  - (e) The Parties agree that should information pertaining to wildlife or vegetation become known to either one or both the Parties, and which would be useful in preventing harm to wildlife or vegetation, the Parties shall consult in good faith to determine how activities allowed under this Agreement might be modified, to the extent the Parties might agree at that time.
  - (f) As described in Section 5 of this Agreement, Lessee shall notify Surface Owner of Lessee's activities in some circumstances.

### SECTION 3 TERM AND RENEWAL

- 3.1 Term Defined.** The term of this Easement is thirty (30) years ("Term"), commencing on the date of the last signature affixed to this Agreement, unless earlier terminated, subject to the terms and conditions set forth in this Agreement, and any valid and exiting rights.
- 3.2 Renewal of the Easement.** Lessee shall have the option to renew this Easement and Lessee may exercise this option by providing written notice of its election to renew at any time within six (6) months but not later than (30) days prior to the Termination Date of the Initial Term of this Easement. Lessee shall not be entitled to renew if it is in default under the terms of this Easement or other agreement with Surface Owner at the time the option to renew is exercised. The terms and conditions of any renewal Term shall be re-negotiated under the conditions, rules and laws in effect at the time of renewal. The Parties shall have sixty (60) days to come to agreement on the conditions and value of the easement after Surface Owner's receipt of Lessee's notice of intent to renew. After the aforementioned six-month period, Lessee's option to renew shall be null and void and the Easement shall terminate at the conclusion of this Agreement's Term.

#### SECTION 4 RENT/ PAYMENTS

All payments are final. There shall be no pro-rata reimbursement of any payments hereunder should the Easement outlined under this Agreement terminate before its Term has lapsed.

- 4.1 Rental Payment.** Lessee shall pay a single use payment for the initial Term in the amount of **Forty-Five Thousand Two Hundred Four and Thirty-Nine One Hundredths Dollars (\$45,204.39)** (\$42,266.13 in Right-of-Way fees, plus \$2,938.26 in Administrative Cost Recovery). Payment is due when Lessee returns this Agreement to Surface Owner appropriately signed and notarized. Surface Owner shall be entitled to additional compensation for any additional Use or User outside the scope of this Easement. Use or User shall not be construed to include affiliates or joint venturers of Lessee so long as the Use or User remains within the scope of this Easement. For purposes of this Agreement,
- (a) "affiliate" means any entity under common control with Lessee, or under control of Lessee. Control for purposes of this Agreement means 80% or more of the voting interests of the entity being held by the controlling entity.
- (b) "joint venturer" means a party to an operating agreement, including pooled parties pursuant to state regulations, with respect to a Wellsite serviced by infrastructure located on the Burdened Property.
- 4.2 Administrative Costs.** In approving a request to apportion, assign, or transfer an interest in this Easement, Surface Owner shall be entitled to charge for administrative costs for approving the transfer.
- 4.3 Non-Waiver.** Surface Owner's acceptance of a payment shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.

#### SECTION 5 NOTIFICATION OF ACTIVITIES

- 5.1** All notifications shall reference the Easement number and the location of Lessee's activity. Notification of activities covered under this Section shall be in writing, which may include email, and be deemed sufficient if made solely to Surface Owner's Northeastern Region Habitat Manager or Petroleum Biologist. The respective time periods required between notification and commencement of activities covered under this Section may be waived in writing, which may include email, by Surface Owner's Northeastern Region Supervisor, Habitat Manager or Petroleum Biologist.
- 5.2** Lessee shall notify Surface Owner:  
DUCH-1110EA-0232  
WSFR W-96-L and W-113-L



(a) at least Twenty-Four (24) hours prior to any major repair contemplated in Subsection 2.5(a) of Lessee's facilities during Seasonal Closure, if such repair requires the use of heavy equipment such as backhoes or other mechanized earth-moving equipment, heavy boom trucks, or cranes.

(b) within five (5) business days after the start of emergency activities during Seasonal Closure, said activities contemplated in Subsection 2.5(b).

**5.3** Regardless of Seasonal Closure restrictions, Lessee shall notify Surface Owner at least three (3) days prior to excavation of any previously reclaimed site, except in cases where such excavation takes place as a result of emergency activities contemplated in Subsection 2.5(b), in which case notification shall take place within five (5) days after the start of emergency activities.

**5.4** Should future conditions be such that Surface Owner determines there is little wildlife-monitoring value facilitated by Lessee's prior notification, the Parties may amend this Agreement and terminate the prior notification requirements of this Section, to the extent the Parties may mutually agree in writing at the time.

## **SECTION 6 CONSTRUCTION, MAINTENANCE AND REPAIR OF EASEMENT AND IMPROVEMENTS AND TRADE FIXTURES**

**6.1 Lessee's Activities.** Lessee shall conduct its construction, maintenance and repair operations in accordance with the Surface Use and Reclamation Plan attached as Exhibit H; however, should any provisions of the Surface Use and Reclamation Plan conflict with any provision set forth in the body of this Agreement, the provision in the body of this Agreement shall govern. Lessee shall promptly repair, at its sole cost, all damages to the Burdened Property, and to any improvements, or natural resources such as soil or vegetation resources, thereon which are caused by Lessee's activities. Lessee shall take all reasonable precautions to protect the Burdened Property and any improvements thereon. Any damage to natural resources which are excessive or unnecessary shall be paid to Surface Owner at a price or cost determined by bids or estimates of the cost of repair. All work performed by Lessee shall be completed in a careful and workman-like manner to Surface Owner's satisfaction, free of any claims or liens. Upon completion of any work performed by Lessee, Lessee shall remove all debris and restore the Burdened Property, as nearly as practicable, to the condition it was in prior to commencement of the work. Lessee shall notify Surface Owner in writing within five (5) days after completion of work, to allow Surface Owner to inspect the work.

**6.2 Waste.** Lessee shall commit no waste on the Burdened Property and will make reasonable efforts to keep the property clean. Lessee shall not cause any filling activity on the Burdened Property. This prohibition includes any deposit of rock, earth, ballast, refuse, garbage, waste matter (including chemical, biological or toxic wastes), hydrocarbons, any other pollutants, or other matter in or on the Burdened Property, except as provided under this Agreement or approved in writing by Surface Owner. Ordinary waste committed by third parties on the Burdened Property shall be removed by Lessee, at Lessee's cost. If Lessee fails to comply with this Subsection, Surface Owner may take any steps reasonably necessary to remedy such failure, subject to the notice and right to cure provisions of Section 11. Upon demand by Surface Owner, Lessee shall pay all costs of such remedial action, including, but not limited to the costs of removing and disposing of any material deposited improperly on the Burdened Property. This section shall not in any way limit Lessee's liability under Section 9 below.

**6.3 Weed Control.** Lessee shall monitor the Burdened Property for noxious weeds, and shall promptly eradicate, at Lessee's own cost, all noxious weeds on the Burdened Property. Lessee shall also control at its own cost any infestation that has spread beyond the boundaries of the Burdened Property if such infestation is reasonably deemed by Surface Owner to have originated on, and spread from, the Burdened Property as evidenced by

weed colonization on the Burdened Property and patterns of weed colonization local to the Burdened Property. Such weed control shall comply with the Utah Noxious Weed Act, any Administrative Rules promulgated therefrom, and County noxious weed control programs. Lessee shall consult with Surface Owner regarding Lessee's control of noxious weeds on the Burdened Property. All methods of chemical weed control shall require prior review and approval of Surface Owner prior to Lessee implementing said chemical control. No aerial spraying without prior approval by Surface Owner is permitted. All earth-moving equipment shall be thoroughly cleaned of soil and other materials that may harbor noxious weed seeds prior to being moved onto Surface Owner's property. If Lessee fails to take action to control noxious weeds within five (5) days following notice from Surface Owner, Surface Owner may undertake control measures, and Lessee shall reimburse Surface Owner upon demand for all costs incurred in implementing such measures. Lessee will continue to be responsible for noxious weed control on the Burdened Property after termination of the Easement until Surface Owner is satisfied with the results and has in written notification released Lessee from its weed control obligations, which notification shall not be unreasonably withheld.

- 6.4 Installation Specifications.** Where improvements are buried, they shall be buried at a minimum depth of three (3) feet below the surface of the Burdened Property. For installations within roadways, the improvements shall be buried at a minimum depth of three (3) feet below the road surface or three (3) feet below the bottom of the ditch, whichever applies. Surface Owner reserves the right to inspect the open trench during construction to ensure compliance with the installation specifications.
- 6.5 Pre-construction.** Forty-Eight (48) hours prior to commencement of the activities associated with installation of the facilities within the Easement granted herein, Lessee shall notify Surface Owner's Appropriate Regional Habitat Manager to advise of the activities that will occur and an estimated time frame for said activities as depicted on the relevant Exhibit describing said construction on the Burdened Property. Thirty (30) days prior to any subsequent construction or reconstruction by Lessee on the Burdened Property, Lessee shall submit a written plan of construction to Surface Owner's Appropriate Regional Habitat Manager outlining the construction or activity for Surface Owner's approval. During the course of construction, operations, or maintenance, Lessee shall minimize soil erosion and damage to soil. Lessee will not remove any timber or other valuable materials, including, but not limited to, those materials identified or sold as valuable materials, from the Burdened Property until Lessee has received the appropriate permits or other written approval from Surface Owner to remove such valuable materials and has made provisions to compensate Surface Owner for the value of the valuable materials.
- 6.6 Road Maintenance.** Maintenance is defined as work normally necessary to preserve and keep the road in satisfactory and functional repair.
- (a) Lessee herein is responsible for maintaining any roads and access gates on Surface Owner's property used in conjunction with this Agreement; however, the cost of performance of road maintenance and resurfacing shall be allocated on the basis of respective users of said roads. Where one or more authorized party(ies) uses a road, or portion thereof, those parties shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards equal to or better than those existing at the time use is commenced; provided Surface Owner reserves the right to make reasonable regulations concerning priority of use and maintenance of said roads by it and others.
- (b) During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

- (1) The appointment of a maintainer, which may be one of the Parties hereto

or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

(2) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or surfacing said road or portion thereof.

- 6.7 Road Repair.** Lessee shall repair or cause to be repaired at its sole cost and expense that damage to roads used under this Easement in excess of that caused by normal and prudent usage of said roads. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above. Lessee may add or replace gravel on road surfaces on the Burdened Property, but shall not pave any portion of the road without Surface Owner's written consent.
- 6.8 Road Restoration.** If Lessee fouls the surfacing by dragging earth from sides or other sources across the road and onto the surface portion of the road, Lessee shall resurface that portion so affected at its sole cost and expense. Where the Easement crosses existing roads, Lessee shall restore roads as near as practicable to their original condition, if any damage occurs to those roads during Lessee's use of this Easement.
- 6.9 Road Improvements.** Unless the Parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver.
- 6.10 Road Relocation.** Surface Owner may request the relocation of a road in order to protect wildlife, soil, or vegetation resources or minimize damage thereto, so long as the new location does not unreasonably interfere with Lessee's rights herein. The costs of such relocation shall be divided as negotiated and agreed by the Parties.
- 6.11 Resource Damage.** Lessee shall take all reasonable precautions to protect Surface Owner-owned crops and trees. Lessee shall report to Surface Owner any visible resource damage, illegal dumping, or any other change in condition on the Burdened Property that is observed from Lessee's observations of the Easement.

## SECTION 7 INTERFERENCE

Lessee shall exercise its rights under this Agreement so as not to unreasonably interfere with Surface Owner's use of the Burdened Property or with the public's ability to use Surface Owner's lands for purposes of lawful recreation, except during periods of construction of Lessee's facilities. Any improvements and trade fixtures constructed by Lessee on the Burdened Property shall be placed and constructed so as to allow reasonably unobstructed movement over and across the Burdened Property.

## SECTION 8 COMPLIANCE WITH LAWS

Lessee shall comply with all applicable laws, including all Surface Owner's rules and regulations, and state, county and municipal laws, ordinances, or regulations in effect. Lessee shall obtain and be in possession of all permits and licenses required for the authorized use of the Easement and shall provide proof of such permits/licenses upon request by Surface Owner.

## SECTION 9 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

- 9.1 Definition.** "Hazardous Substance" means any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection,

contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601, et seq.

**9.2 Use of Hazardous Substances.** Lessee covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, under, or above the Burdened Property, except in accordance with all applicable local, state, and federal laws.

**9.3 Current Conditions, Duty of Utmost Care, and Duty to Investigate.**

(a) Surface Owner makes no representation about the condition of the Burdened Property. Hazardous Substances may exist in, on, under, or above the Burdened Property.

(b) Lessee shall exercise the utmost care with respect to both Hazardous Substances in, on, under, or above the Burdened Property, and any Hazardous Substances that come to be located in, on, under or above the Burdened Property during the Term of this Agreement, along with the reasonably foreseeable acts or omissions of third parties affecting those Hazardous Substances, and the reasonably foreseeable consequences of those acts or omissions. The obligation to exercise utmost care under this Subsection 9.3 includes, but is not limited to, the following requirements:

(1) Lessee shall not undertake activities that will cause, contribute to, or exacerbate contamination of the Burdened Property;

(2) Lessee shall not undertake activities that damage or interfere with the operation of remedial or restoration activities on the Burdened Property;

(3) Lessee shall not undertake any activities that result in the mechanical or chemical disturbance of Burdened Property habitat mitigation, except as reasonably necessary for Lessee's use and occupancy of the Burdened Property, and in such instances will notify Surface Owner prior to undertaking such activities; and

(4) Lessee shall allow access to the Burdened Property by employees and authorized agents of the Environmental Protection Agency, the State of Utah or other similar environmental agencies.

(c) It shall be Lessee's obligation to gather sufficient information to its satisfaction concerning the Burdened Property and the existence, scope and location of any Hazardous Substances on the Burdened Property, or on adjoining property (to the extent reasonably discoverable or ascertainable), as required for Lessee to effectively meet its obligations to comply with all applicable laws regarding such Hazardous Substances.

**9.4 Notification and Reporting.**

(a) Lessee shall immediately notify Surface Owner if Lessee becomes aware of any of the following:

(1) A release or threatened release of Hazardous Substances in, on, under or above the Burdened Property, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Burdened Property;

(2) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances with respect to the Burdened Property, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Burdened Property, in the event Lessee observes or is notified of such violations;

(3) Any lien or action with respect to any of the foregoing; or

(4) Any notification from the U.S. Environmental Protection Agency (EPA) or the State of Utah that remediation or removal of Hazardous Substances is or may be required at the Burdened Property.

(b) Lessee shall, at Surface Owner's request, provide Surface Owner with copies of all reports, studies, or audits which pertain to the Burdened Property, and which are or were prepared by or for Lessee and submitted to any federal, state, or local authorities as required by any federal, state, or local permit, license, or law. These reports or permits may include, but are not limited to, any National or State Pollution Discharge Elimination System Permit, any Army Corps of Engineers permit, any Hydraulics Project Approval or any Water Quality Certification.

**9.5 Indemnification.** Lessee shall fully indemnify, defend, and hold Surface Owner, its director, managers, employees and agents harmless from and against any and all claims, demands, damages, damages to natural resources such as soil, water, vegetation, and wildlife, response costs, remedial costs, cleanup costs, losses, liens, liabilities, penalties, fines, lawsuits, other proceedings, costs, and expenses (including attorney's fees and disbursements), that arise out of or are in any way related to:

(a) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Lessee, its contractors, agents, employees, guests, invitees, or affiliates in, on, under, or above the Burdened Property, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Burdened Property, during the term of this Easement or during any time when Lessee occupies or occupied the Property.

(b) The release or threatened release of any Hazardous Substance in, on, under, or above the Burdened Property, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Burdened Property, which release or threatened release occurs or occurred during the term of this Easement or during any time when Lessee occupies or occupied the Burdened Property or any such other property and as a result of:

- (1) Any act or omission of Lessee, its contractors, agents, employees, guests, invitees, or affiliates; or
- (2) Any reasonably foreseeable act or omission of a third party unless Lessee exercised the utmost care with respect to the reasonably foreseeable acts or omissions of the third party and the reasonably foreseeable consequences of those acts or omissions.

(c) A breach of the obligations of Subsection 9.3, above, by Lessee, its contractors, agents, employees, guests, invitees, or affiliates.

**9.6 Cleanup.** If a release of Hazardous Substances occurs in, on, under, or above the Burdened Property or other Surface Owner-owned property arising out of any action, inaction, or event described or referred to in Subsection 9.5 above, Lessee shall, at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances. Cleanup actions shall include, without limitation, resource restoration, mitigation, removal, containment and remedial actions and shall be performed in accordance with all applicable laws, rules, ordinances, and permits. Lessee's obligation to undertake a cleanup of the Burdened Property under this Subsection 9.6 shall be limited to those instances where the Hazardous Substances exist in amounts that exceed the threshold limits of any applicable federal, state and local regulatory cleanup standards, or where it is determined that there will be continuing damages to natural resources in the absence of a cleanup action. Lessee shall also be solely responsible for all cleanup, administrative, and enforcement costs of governmental agencies, including natural resource damage claims arising out of any action, inaction, or event described or referred to in Subsection 9.5, above. Lessee may take reasonable and appropriate actions without advance approval in emergency situations.

## **9.7 Sampling by Surface Owner, Reimbursement, and Split Samples.**

(a) Surface Owner may conduct sampling, tests, audits, surveys or investigations ("Tests") of the Burdened Property at any time to determine the existence, scope, or effects of Hazardous Substances on the Burdened Property, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Burdened Property. If such Tests indicate the existence, release or threatened release of Hazardous Substances arising out of any action, inaction, or event described or referred to in Subsection 9.5, above, Lessee shall promptly reimburse Surface Owner for all costs associated with such Tests.

(b) Surface Owner's ability to seek reimbursement for any Tests under this Subsection shall be conditioned upon Surface Owner providing Lessee written notice of its intent to conduct any Tests at least thirty (30) calendar days prior to undertaking such Tests, unless such Tests are performed in response to an emergency situation, in which case Surface Owner shall only be required to give such notice as is reasonably practical.

(c) Lessee shall be entitled to split samples of any Test samples obtained by Surface Owner. The additional cost of any split samples shall be borne solely by Lessee. Any additional costs Surface Owner incurs by virtue of Lessee's split sampling shall be reimbursed to Surface Owner within thirty (30) calendar days after a bill for such costs is sent to Lessee.

## **9.8 Contamination Investigation.**

(a) If Surface Owner has reason to believe that a release or threatened release of Hazardous Substances has occurred on the Burdened Property during Lessee's occupancy, Surface Owner may require Lessee to conduct a Closeout Environmental Assessment (Closeout Assessment) by providing Lessee with written notice of this requirement no later than ninety (90) calendar days prior to the Easement termination date, or within ninety (90) days of any valid notice to terminate the easement earlier than originally agreed. The purpose of the Closeout Assessment shall be to determine the existence, scope, or effects of any Hazardous Substances on the Burdened Property and any associated natural resources. If the initial results of the Closeout Assessment disclose the existence of Hazardous Substances that may have migrated to other property, Surface Owner may require additional Closeout Assessment work to determine the existence, scope, and effect of any Hazardous Substances on adjoining property, any other property subject to use by Lessee in conjunction with its use of the Burdened Property, or on any associated natural resources. The Closeout Assessment may include Sediment Sampling as well as any additional testing requirements Surface Owner may require based on changes in scientific, statutory, or regulatory standards for information concerning the activities of Lessee, its contractors, agents, employees, guests, invitees, or affiliates.

(b) Prior to undertaking the Closeout Assessment, Lessee shall submit a proposed plan in writing for Surface Owner's approval. The plan shall be provided to Surface Owner within thirty (30) days of Surface Owner's notice requiring the Closeout Assessment. If Surface Owner fails to respond in writing, either approving or disapproving of the proposed plan, within thirty (30) days of its receipt, the proposed plan shall be deemed approved. Lessee shall be responsible for all costs required to complete planning, sampling, analyzing, and reporting associated with the Closeout Assessment.

**9.9 Reservation of Rights.** The Parties have agreed to allocate certain environmental liabilities by the terms of Section 9. With respect to those environmental liabilities covered by the indemnification provisions of Subsection 9.5, that subsection shall exclusively govern the allocation of those liabilities. With respect to any environmental liabilities not covered by Subsection 9.5, the Parties expressly reserve and do not waive or relinquish any rights, claims, immunities, causes of action or defenses relating to the presence, release, or threatened release of Hazardous Substances in, on, under or above the Burdened Property, any adjoining property or any other property subject to use by Lessee in conjunction with its use of the Burdened Property that either Party may have

against the other under federal, state or local laws, including but not limited to, CERLCA, MTCA, and the common law. No right, claim, immunity, or defense either party may have against third parties is affected by this Easement and the Parties expressly reserve all such rights, claims, immunities, and defenses. The allocations of risks, liabilities, and responsibilities set forth above do not release Lessee from or affect Lessee's liability for claims or actions by federal, state, or local regulatory agencies concerning Hazardous Substances.

- 9.10 Impacts to Wildlife.** Lessee, its employees, contractors, successors and assigns shall make reasonable and good faith efforts to protect any legally protected wildlife to the best of their knowledge and ability. Lessee shall report to Surface Owner any harm or threats to harm or harass any legally protected wildlife should Lessee become aware of such harm or threats to harm or harass legally protected wildlife in the ordinary course of its operations on the Burdened Property.

## **SECTION 10 PRESERVATION OF SURVEY CORNERS**

Lessee shall exercise reasonable care to ensure that all legal land subdivision survey corners and witness objects are preserved. If any survey corners or witness objects are destroyed or disturbed by Lessee, Lessee shall reestablish them by a registered professional engineer or licensed land surveyor in accordance with US General Land Office standards, at Lessee's own expense. Corners and/or witness objects that must necessarily be disturbed or destroyed in the process of construction of improvements and trade fixtures must be adequately referenced and/or replaced in accordance with all applicable laws and regulations in force at the time. The references must be approved by Surface Owner prior to removal of the survey corners and/or witness objects.

## **SECTION 11 TERMINATION OF EASEMENT**

- 11.1 Termination for Cause.** This Easement shall terminate if Lessee receives notice from Surface Owner that Lessee is in material breach of this Easement and Lessee fails to cure that breach within ninety (90) days of Surface Owner's notice, or such longer period as may be required under the circumstances as approved by Surface Owner. If the breaching party fails to correct such breach or fails to diligently undertake efforts to cure such breach within such period, Surface Owner may terminate this Easement without further notice; provided, however, such termination shall not release the breaching party from liability for damage prior to such termination. In addition to terminating this Easement, Surface Owner shall have any other remedy available to it. Surface Owner's failure to exercise its right to terminate at any time shall not waive Surface Owner's right to terminate for any future breach.

**11.2 Termination for Non-Use.**

(a) Lessee shall submit to Surface Owner a summary report of Lessee's use of the Easement within thirty (30) days of the first anniversary of this Agreement, and an annual report thereafter, along with a fee of One Hundred Dollars (\$100) for Surface Owner's administration of this Easement; Surface Owner reserves the right to recoup from Lessee additional reasonable administrative costs if Surface Owner's costs are significantly in excess of One Hundred Dollars (\$100).

(b) Any portion of the Easement that is determined to be unused or abandoned pursuant to this paragraph shall terminate. Lessee shall upon request of Surface Owner execute a release of interest in the portion abandoned under the provisions of this Section. Under the non-use clause, Lessee shall be responsible for surface reclamation and restoration of the Burdened Property in accordance with Section 12 of this Agreement. Any portion of this Easement that is so described by the following conditions shall be deemed to be unused and abandoned:

(1) Within 365 days of the date of execution of this Agreement, Lessee fails to commence construction and installation of the infrastructure authorized under this Easement, unless otherwise waived by Surface Owner in writing;

(2) Within two (2) years of the date of execution of this Agreement, Lessee does not obtain production of oil or gas from Lessee's oil and gas interests which relate to the Burdened Property, unless otherwise waived by Surface Owner in writing; or

(3) If after establishing production, Lessee suspends production or operations for the drilling or reworking of a well on Lessee's oil and gas interests for a period longer than thirty-six (36) consecutive months, unless otherwise waived by Surface Owner in writing.

**11.3 Voluntary Termination.** This Easement may also terminate as to all or part of the Burdened Property if Lessee has satisfied its outstanding obligations as to the part to be relinquished, provides Surface Owner with sixty (60) days written notice of its intent to terminate, and executes a release of interest to the portion terminated in recordable form. Lessee shall not be entitled to a refund for any relinquishment.

**11.4 Lessee's Obligations.** Lessee obligations not fully performed upon termination shall continue until fully performed.

## SECTION 12. RECLAMATION

**12.1 Timing.** As soon as practicable, following the construction of improvements and trade fixtures, or termination of the Easement, all disturbed land, other than access road driving surfaces for those portions of the Easement not terminated, will be recontoured to the approximate natural contours.

**12.2 Soil.** During construction of access roads, pipelines, and powerlines, any and all topsoil moved or removed will be stockpiled and preserved for present and future project area restoration. Soil from the right of way shall not enter any live stream or open water.

**12.3 Revegetation.** Lessee will re-establish a successful vegetation cover by reseeding with a seed mixture of shrubs, forbs, and grasses, as specified by Surface Owner. Lessee will not be released from this obligation until Surface Owner has inspected the site for two (2) years following construction and reclamation, and has made a determination that the re-vegetation is successful, or such time thereafter until re-vegetation has become successful.

**12.4 Unauthorized Travel.** In consultation with Surface Owner, Lessee will undertake reasonable measures, including the placement of signage, cattle guards, trenches, barrier rock or other obstacles, to restrict unauthorized motorized travel, including that of third parties, on or across the Burdened Property. If such measures are not effective in controlling unauthorized motorized travel, Lessee will consult with Surface Owner on additional measures that may be required to restrict such unauthorized motorized travel on the Burdened Property.

**12.5 Failure to Reclaim.** Surface Owner shall have the right, subject to at least sixty (60) days prior notice and a right to cure, to use funds from Lessee's surety bond to complete reclamation or restoration if Lessee fails to do so.

## SECTION 13 OWNERSHIP AND REMOVAL OF IMPROVEMENTS, TRADE FIXTURES, AND EQUIPMENT

**13.1 Improvements.** No Lessee-Owned improvements, other than appurtenances for the rights herein granted, shall be placed on the Burdened Property without Surface Owner's prior written consent.



- 13.2 Ownership of Improvements and Trade Fixtures.** Except as provided herein, Lessee shall retain ownership of all improvements and trade fixtures it may place on the Burdened Property (collectively "Lessee Owned Improvements"). Lessee-Owned Improvements shall not include any construction, reconstruction, alteration, or addition to any Unauthorized Improvements as defined in Subsection 13.5 below.
- 13.3 Construction.** Issuance of this Easement shall constitute authorization to undertake the initial construction work specified in that agreement without the need for further notice. Subsequent alterations, significant repairs, or new construction shall require advance notice to Surface Owner as contemplated in Section 5.
- 13.4 Removal.** Lessee-Owned improvements and trade fixtures that have been installed above or below ground shall be removed by Lessee by the Termination Date unless Surface Owner notifies Lessee in writing that such may remain. If Surface Owner elects to have such above ground improvements remain on the Burdened Property after the Termination Date, they shall become the property of Surface Owner without payment by Surface Owner. If Lessee wishes to leave improvements on the Burdened Property upon expiration of the Easement, Lessee shall notify Surface Owner of such intent at least one hundred eighty (180) days before the Termination Date. Surface Owner shall then have ninety (90) days in which to notify Lessee whether Surface Owner elects to have the improvements removed or to have them remain. Failure to notify Lessee shall be deemed an election by Surface Owner for the improvements to be removed from the Burdened Property. If the improvements remain on the Burdened Property after the Termination Date without Surface Owner's actual or deemed consent, Surface Owner may remove them at Lessee's expense. Surface Owner may require Lessee to abandon improvements and/or trade fixtures, rather than remove them. Such abandonment shall be undertaken in accordance with a plan approved by Surface Owner. Abandonment of buried facilities should be performed in accordance with the appropriate regulations and any applicable permits. Should Surface Owner elect to allow any part of Lessee's improvements or trade fixtures to remain affixed to the Burdened Property, Lessee shall make a diligent and good-faith effort to clean the improvements or trade fixtures using the best industry practices and technologies available at the time, as directed by Surface Owner, in order to minimize as much as reasonably practical, environmental contaminants left on or in the Burdened Property.
- 13.5 Unauthorized Improvements.** Improvements made on the Burdened Property without Surface Owner's prior written consent are not authorized ("Unauthorized Improvements"). Surface Owner may, at its option, require Lessee to sever, remove, and dispose of them or allow them to remain upon amendment of this Agreement, at which time all provisions of this Agreement shall apply to the Unauthorized Improvements unless otherwise explicitly stated in the amendment. If Lessee fails to remove an Unauthorized Improvement within sixty (60) days of notification by Surface Owner, Surface Owner may remove the Unauthorized Improvements and charge Lessee for the cost of removal and disposal.

## SECTION 14 INDEMNITY

Lessee agrees to protect, indemnify, save and hold harmless Surface Owner, its agents and employees, from and against all claims, demands, damages, and causes of action of every kind or character on account of bodily injuries, death, or damage to property arising because of, for, out of, or in any way connected with the performance of Lessee under this Agreement, except where such injury, death, or damage has resulted from the sole negligence of Surface Owner without negligence or willful act on the part of Lessee, its agents, employees, or subcontractors. Lessee shall defend all suits brought upon such claims and pay all costs and expenses incidental thereto, but Surface Owner shall have the right, at its option, to participate in the defense incidental thereto without relieving Lessee of any obligation hereunder. Lessee's liability to Surface Owner for hazardous substances, and its obligation to indemnify, defend, and hold Surface Owner harmless for hazardous substances, shall be governed exclusively by Section 9.

## SECTION 15 FINANCIAL SECURITY

**15.1 Bonding.** At its own expense, Lessee shall procure and maintain a non-cancellable corporate surety bond or provide other financial security satisfactory to Surface Owner (the "Bond") in an amount equal to One Hundred Fifty-Six Thousand Nine Hundred Ninety-Nine Dollars (\$156,999.00), said amount equivalent to One-Hundred and Fifteen percent (115%) of the estimated costs of reclamation of the Burdened Property and surrounding property affected by Lessee's development activities thereon, which shall secure Lessee's full performance of its obligations under this Agreement. The amount of this bond shall not be deemed to limit any liability of Lessee. The Bond shall be in a form and issued by a surety company acceptable to Surface Owner. Lessee shall maintain the Bond so long as it uses the Easement. The Bond shall be in effect even if Lessee has conveyed all or part of the easement interest to a sublessee, assignee, or subsequent operator until Lessee fully satisfies its obligations, or until the Bond is replaced with a new bond posted by the sublessee assignee or subsequent operator. Said Bond at the date of execution of this Agreement is issued by Fidelity and Deposit Company of Maryland and is identified as Bond Number LPM9062886 (see Exhibit I).

**15.2 Bond Increase.** Lessee agrees that, for the causes stipulated below, at any time during the term of this Easement, Surface Owner may require that the amount of an existing Bond be increased in a sum described below, said Bond to be conditioned upon full compliance with all terms and conditions of this Agreement and the rules relating hereto.

(a) **Inflation.** Surface Owner has the option of requiring the value of the Bond to be adjusted to compensate for inflationary pressures on the dollar. The amount of adjustment shall be determined through the use of the Bureau of Labor Statistics Western Region Urban Consumer Price Index ("Western Region CPI-U"). Said adjustments shall reference the year 2011 Western Region CPI-U, and shall be directly proportional to the percent change in Western Region CPI-U between the year 2011 and the year preceding the date of adjustment.

(b) **Additional Improvements.** Surface Owner has the option of requiring increases in the Bond value for additional improvements authorized under amendments to this Agreement, the increases to be in an amount equivalent to 115% of the estimated costs of reclamation of the Burdened Property and surrounding property affected by Lessee's development activities thereon.

**15.3 Default.** Upon any default by Lessee in its obligations under this Agreement, Surface Owner may collect on the Bond to offset the liability of Lessee to Surface Owner, subject to the notice and right to cure provisions in Sections 11 and 12 herein. Collection on the Bond shall not relieve Lessee of liability, shall not limit any of Surface Owner's other remedies, and shall not rein Surface Owner or cure the default or prevent termination of the Easement because of the default. Should the cost of Lessee's obligations exceed the value of the Bond, Lessee, its successors and assigns, shall be liable for the costs over and above the bonded amount.

## SECTION 16 TAXES AND ASSESSMENTS

Lessee shall promptly pay all taxes, assessments and other governmental charges of any kind whatsoever levied as a result of this Easement or relating to Lessee's improvements and trade fixtures constructed pursuant to this Easement.

## SECTION 17 ADVANCES BY SURFACE OWNER

If Surface Owner advances or pays any costs or expenses for or on behalf of Lessee, including, but not limited to taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized materials, costs of removal and disposal of improvements and trade fixtures, or other amounts not paid when due, Lessee shall reimburse Surface Owner the amount paid and shall pay interest on such amount at the rate of one percent (1%) per month from the date Surface Owner notifies Lessee of the advance or payment.

#### **SECTION 18 NOTICE**

Except as provided in Section 5 of this Agreement, any notices required or permitted under this Agreement shall be in writing and personally delivered or mailed by certified mail, return receipt requested, to the following addresses or to such other places as the parties may direct in writing from time to time:

**Surface Owner**

Habitat Section

Utah Division of Wildlife Resources  
1594 West North Temple, Suite 2110  
Salt Lake City, Utah 84114-6301

AND

Habitat Section

Utah Division of Wildlife Resources  
152 East 100 North, Suite 9  
Vernal, Utah 84078

**Lessee**

Bill Barrett Corporation  
Attn: Huntington T. Walker  
Sr. Vice President – Land  
1099 18<sup>th</sup> St., Suite 2300  
Denver, Colorado 80202

A notice shall be deemed given and delivered upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, email or three (3) days after being mailed as set forth above, whichever is applicable.

#### **SECTION 19 RESERVATIONS**

Surface Owner, its successors and assigns, reserves all ownership of the Burdened Property and profits thereon, and the right of use for any and all purposes that do not unreasonably interfere with the rights granted herein, including the right to keep the Burdened Property open for public use for recreation; the right to remove profits from the Burdened Property; the right at all times to cross and recross the Burdened Property at any place on grade or otherwise; and the right to use the Easement for access to and from the lands owned by Surface Owner on both sides of the Easement. Surface Owner may grant to third parties any and all rights reserved. Once Lessee clears or removes any vegetation on the Burdened Property as provided in this Agreement, vegetation that is subsequently grown in such cleared areas shall belong to Surface Owner.

#### **SECTION 20 CULTURAL RESOURCES**

It is hereby understood and agreed that all treasure-trove, all articles of antiquity, and critical paleontological resources in or upon the Burdened Property or adjacent lands belonging to Surface Owner are and shall remain the property of Surface Owner. Lessee agrees that all costs associated with archeological and paleontological investigations on

the Burdened Property that may be required by Surface Owner will be borne by Lessee. Lessee further agrees to cease all activity on the subject lands and immediately notify Surface Owner if any discovery of human remains or a "site" or "specimen," as defined in Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, is made on the Burdened Property, and continue to cease all construction or maintenance therein until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of Surface Owner.

## SECTION 21 ASSIGNMENT

- 21.1 Consent of Surface Owner.** Lessee shall not hypothecate, mortgage, assign, transfer or otherwise alienate this Easement, or any interest therein, without the prior written consent of Surface Owner, which shall not be unreasonably withheld. In no case shall such consent operate to relieve Lessee of the responsibilities or liabilities assumed by Lessee hereunder, or be given unless such party is acceptable to Surface Owner and assumes in writing all of the obligations of Lessee under the terms of this Agreement as to the balance of the term thereof, or acquires the rights in trust as security and subject to conditions such as Surface Owner deems necessary. A sublease, conveyance, or assignment must be a sufficient legal instrument, properly executed and acknowledged, and should clearly set forth the easement lease contract number, lands involved, and the name and address of the assignee, and shall include any agreement which transfers control of the Easement to a third party. A copy of the documents subleasing, conveying, or assigning the interest shall be given to Surface Owner prior to Surface Owner's approval or denial of the assignment.
- 21.2 Assignee.** Any assignment shall be in keeping with the purposes of this Easement and may only be made to a party qualified to do business in the State of Utah, and which has authority to operate the said facilities, and which is not in default under the laws of the State of Utah relative to qualification to do business within the State, and is not in default on any previous obligation to Surface Owner.
- 21.3 Costs of Assignment.** A sublease, conveyance, or assignment may not be approved without reimbursement of Surface Owner's administrative costs associated with said sublease, conveyance, or assignment; and payment of the difference between what was originally paid for the permit, lease, or contract and what the division would charge for the permit, lease, or contract at the time the application for sublease, conveyance, or assignment is submitted.
- 21.4 Effective Date of Assignment.** A sublease, conveyance, or assignment shall take effect on the date of Surface Owner's approval of the assignment. On the effective date of any assignment, the assignee is bound by the terms of the lease to the same extent as if the assignee were the original grantee, any conditions in the assignment to the contrary notwithstanding.
- 21.5 Non-Waiver.** The consent of Surface Owner to any one assignment shall not constitute a waiver of Surface Owner's right to consent to subsequent assignments, nor shall consent of Surface Owner to any one assignment relieve any party previously liable as Lessee from any obligations under this Agreement. The acceptance by Surface Owner of payment of rent following an assignment shall not constitute consent to any assignment and Surface Owner's consent shall be evidenced only in writing.

## SECTION 22 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns and shall be a covenant running with the land.

### **SECTION 23 TIME IS OF THE ESSENCE**

TIME IS OF THE ESSENCE as to each and every provision of this Agreement.

### **SECTION 24 RECORDATION**

Lessee shall record this Agreement in the counties in which the Burdened Property is located, at Lessee's sole expense. Lessee shall provide Surface Owner a copy of the public recording. Lessee shall have ninety (90) days from the date of delivery of the final executed Agreement to comply with the requirements of this Section.

### **SECTION 25 APPLICABLE LAW AND VENUE**

This Agreement shall be interpreted and construed in accordance with and shall be subject to the laws of the State of Utah. Any reference to a statute shall mean that statute as presently enacted or hereafter amended or superseded. Lessee consents to suit in the courts of the State of Utah in any dispute arising under the terms of this Agreement or as a result of operations carried on under this Agreement. Service of process in any such action is hereby agreed to be sufficient if sent by registered mail to Lessee at the last known address of Lessee appearing in the records of Surface Owner. Lessee agrees for itself and its successors and assigns that any suit brought by Lessee, its successors or assigns concerning this Agreement may be maintained only in the Utah State District Court of Salt Lake County. In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with the litigation, including any appeals.

### **SECTION 26 MODIFICATION**

Any modification of this Agreement must be in writing and signed by the parties. Surface Owner or Lessee shall not be bound by any oral representations of Surface Owner or Lessee. Authorized signatures for Surface Owner may be provided only by the Director or the Director's designee.

### **SECTION 27 SURVIVAL**

Any obligations which are not fully performed upon termination of this Easement shall not cease, but shall continue as obligations until fully performed.

### **SECTION 28 WAIVER**

No Waiver of Conditions by Surface Owner of any default of Lessee or failure of Surface Owner to timely enforce any provision of this Agreement shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Agreement. No provision in this Agreement shall be construed to prevent Surface Owner from exercising any legal or equitable remedy it may have.

### **SECTION 29 WATER RIGHTS**

Lessee shall not file an application to appropriate water from the surface or subsurface of Surface Owner's lands unless the application is approved by Surface Owner in writing and is filed in the name of the Surface Owner. All water structures, including impoundment, diversion and conveyance structures or works, used to impound, divert or convey water claimed solely under a Surface Owner water right shall be the property of Surface Owner.

SECTION 30 INVALIDITY

If any provision of this Agreement proves to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective on the date of the last signature below.

SURFACE OWNER

STATE OF UTAH  
DEPARTMENT OF NATURAL  
RESOURCES, DIVISION OF WILDLIFE  
RESOURCES

LESSEE

BILL BARRETT CORPORATION

By: [Signature]  
James F. Karpowitz **ACTING DIRECTOR**  
Director of Wildlife Resources

By: [Signature]  
Huntington T. Walker  
Sr. Vice President - Land  
Bill Barrett Corporation

Date: 5/1/12


Date: \_\_\_\_\_

Funding Approvals:  
Division of Wildlife Resources Fiscal  
Management

By: [Signature]  
Linda Braithwaite  
Budget Officer  
Date: 4/30/12

STATE OF UTAH )  
 ) SS.  
COUNTY OF SALT LAKE )

On this 1<sup>st</sup> day of May, 2012 personally appeared before me James F. Karpowitz, who being first duly sworn/said that he is the Director of the Division of Wildlife Resources for the State of Utah, that the foregoing instrument was executed pursuant to authority granted him by The Wildlife Resource Code of Utah (23-21-1), and he acknowledged to me that he executed the same.

	<p><u>[Signature]</u> Notary Public for the State of Utah</p> <p>Residing at <u>Salt Lake</u></p> <p>My commission expires <u>9/20/2015</u></p>
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STATE OF COLORADO     )  
CITY AND                    ) SS.  
COUNTY OF DENVER     )

On this 20<sup>th</sup> day of April, 2012, personally appeared before me Huntington T. Walker to me known to be the Sr. Vice President – Land of Bill Barrett Corporation who executed the within and foregoing instrument, and acknowledged that the execution of the document herein was his free and voluntary act and deed, for the uses and purposes therein mentioned, and gave an oath that he is authorized to execute the within instrument for said corporation.

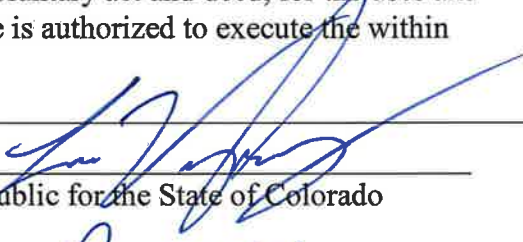
<div>LEE VASKEY NOTARY PUBLIC STATE OF COLORADO MY COMMISSION EXPIRES 10/16/2013</div>	<div> _____ Notary Public for the State of Colorado  Residing at <u>Denver, CO</u>  My commission expires _____</div>
--	---

Exhibit A.1

Legal Descriptions of Wellsite Perimeter and Access Road and Pipeline Corridor Centerlines for  
LC Tribal #13H-26-46 and #16-26D-46 Wellsite

LC Tribal #13H-26-46 and #16-26D-46 Wellsite Perimeter

SURFACE USE AREA DESCRIPTION

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 26, T4S, R6W, U.S.B.&M., WHICH BEARS N19°27'17"W 609.44' FROM THE SOUTHEAST CORNER OF SAID SECTION 26, THENCE S41°10'11"W 153.57'; THENCE N48°49'49"W 450.00'; THENCE N41°10'11"E 355.00'; THENCE S48°49'49"E 450.00'; THENCE S41°10'11"W 201.43' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.667 ACRES MORE OR LESS.

Access Road Corridor Centerline

ROAD RIGHT-OF-WAY DESCRIPTION

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 26, T4S, R6W, U.S.B.&M., WHICH BEARS N18°25'18"W 595.56' FROM THE SOUTHEAST CORNER OF SAID SECTION 26, THENCE N57°00'03"W 17.62' TO A POINT IN THE SE 1/4 SE 1/4 OF SAID SECTION 26 WHICH BEARS N19°27'17"W 609.44' FROM THE SOUTHEAST CORNER OF SAID SECTION 26. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.012 ACRES MORE OR LESS.

Pipeline Corridor

PIPELINE RIGHT-OF-WAY DESCRIPTION

PIPELINE RIGHT-OF-WAY IS CONTAINED WITHIN THE SURFACE USE AREA.



Exhibit A.2

Depictions of Wellsite, Access Road, and Pipeline Corridor for LC Tribal #13H-26-46 and #16-26D-46 Wellsite

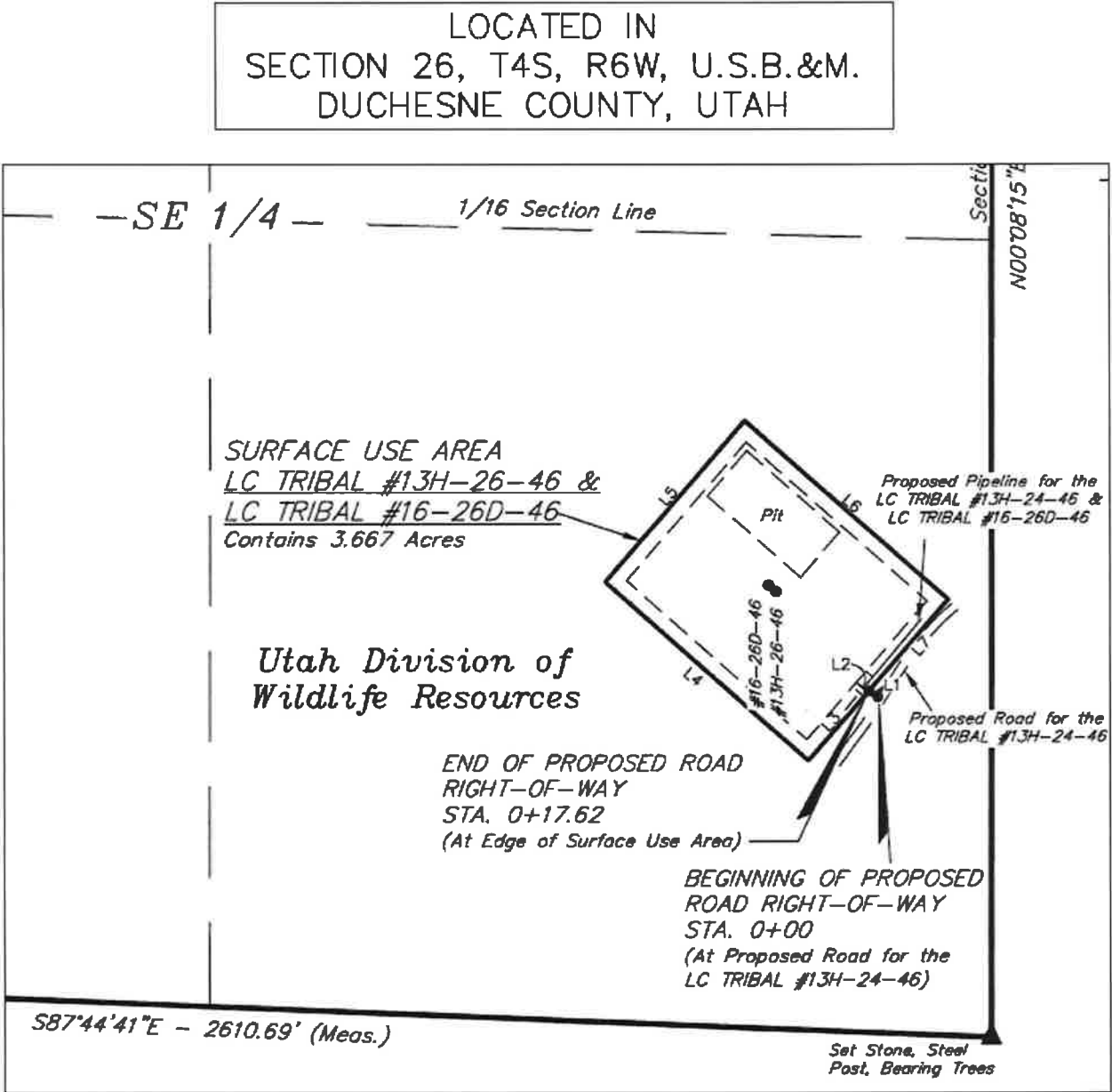


Exhibit B.1

Legal Description of Wellsite Perimeter and Access Road and Pipeline Corridor Centerlines for  
LC Tribal #13H-23-46 and #16-23D-46 Wellsite

LC Tribal #13H-23-46 and #16-23D-46 Wellsite Perimeter

SURFACE USE AREA DESCRIPTION

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 23, T4S, R6W, U.S.B.&M. WHICH BEARS S18°58'10"W 1526.28' FROM THE EAST 1/4 CORNER OF SAID SECTION 23, THENCE S27°35'56"E 216.26'; THENCE S62°24'04"W 450.00'; THENCE N27°35'56"W 355.00'; THENCE N62°24'04"E 450.00'; THENCE S27°35'56"E 138.74' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.667 ACRES MORE OR LESS.

Access Road Corridor Centerline

ROAD RIGHT-OF-WAY DESCRIPTION ON  
UTAH DIVISION OF WILDLIFE RESOURCES LANDS

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SE 1/4 SE 1/4 OF SECTION 23, T4S, R6W, U.S.B.&M. WHICH BEARS S00°22'36"W 2634.77' FROM THE EAST 1/4 CORNER OF SAID SECTION 23, THENCE N11°11'53"W 112.99'; THENCE N04°44'14"W 80.50'; THENCE N02°33'08"E 90.00'; THENCE N06°47'22"E 143.11'; THENCE N02°03'00"W 233.86'; THENCE N14°48'38"W 87.59'; THENCE N26°33'31"W 59.88'; THENCE N46°40'01"W 97.98'; THENCE N57°04'35"W 88.00'; THENCE N63°51'52"W 86.26'; THENCE N31°05'34"W 17.82'; THENCE N52°00'00"W 89.32'; THENCE N32°09'48"W 205.72'; THENCE S58°53'19"W 2.27' TO A POINT IN THE SE 1/4 SE 1/4 OF SAID SECTION 23 WHICH BEARS S18°58'10"W 1526.28' FROM THE EAST 1/4 CORNER OF SAID SECTION 23. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.961 ACRES MORE OR LESS.

Pipeline Corridor Centerline

PIPELINE RIGHT-OF-WAY DESCRIPTION ON  
UTAH DIVISION OF WILDLIFE RESOURCES LANDS

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 23, T4S, R6W, U.S.B.&M. WHICH BEARS S13°42'26"W 1684.73' FROM THE EAST 1/4 CORNER OF SAID SECTION 23, THENCE S52°00'00"E 83.61'; THENCE S31°05'34"E 20.56'; THENCE S63°51'52"E 92.13'; THENCE S57°04'35"E 84.24'; THENCE S46°40'01"E 91.27'; THENCE S26°33'31"E 52.87'; THENCE S14°48'38"E 82.22'; THENCE S02°03'00"E 229.13'; THENCE S06°47'22"W 142.11'; THENCE S02°33'08"W 92.52'; THENCE S04°44'14"E 83.50'; THENCE S11°11'53"E 108.56' TO A POINT ON THE SOUTH LINE OF THE SE 1/4 SE 1/4 OF SAID SECTION 23 WHICH BEARS N88°02'34"W 53.01' FROM THE SOUTHEAST CORNER OF SAID SECTION 23. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.801 ACRES MORE OR LESS.

Exhibit B.2

Depictions of Wellsite, Access Road, and Pipeline Corridor for LC Tribal #13H-23-46 and #16-23D-46 Wellsite

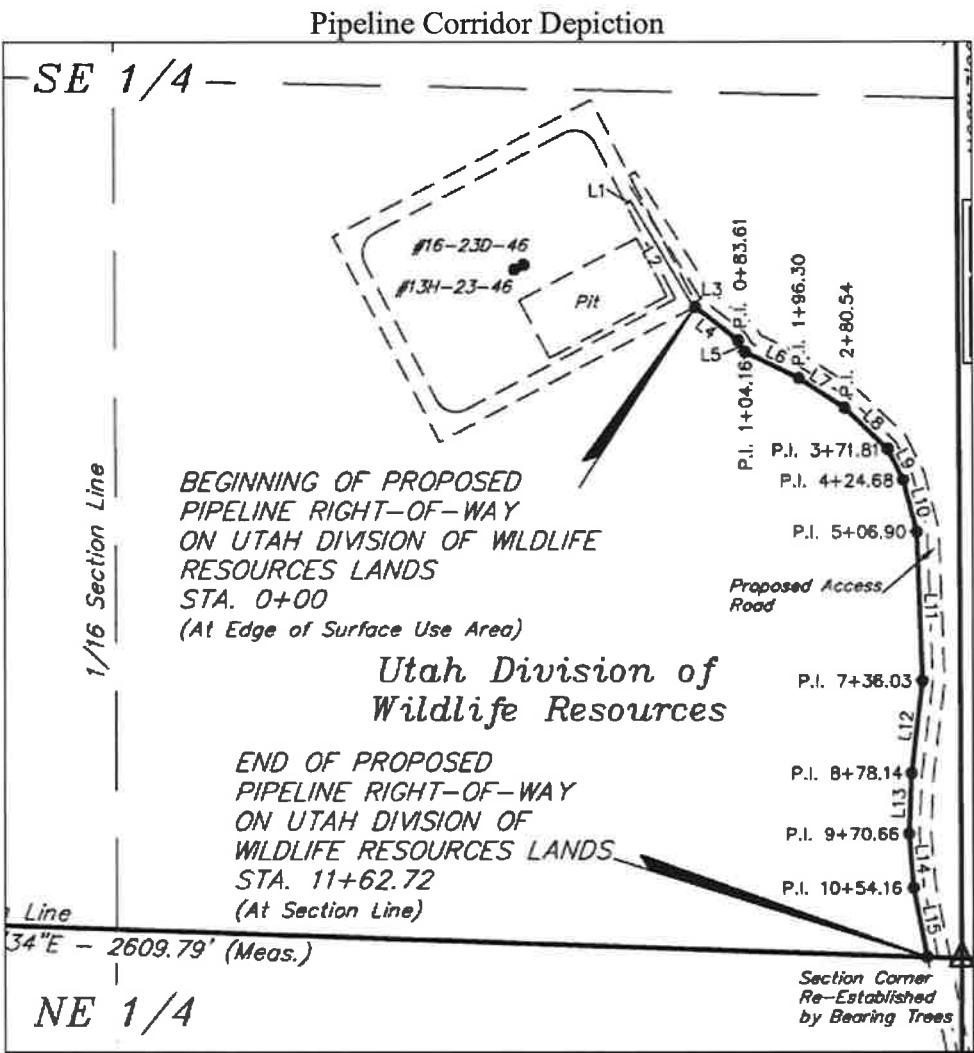
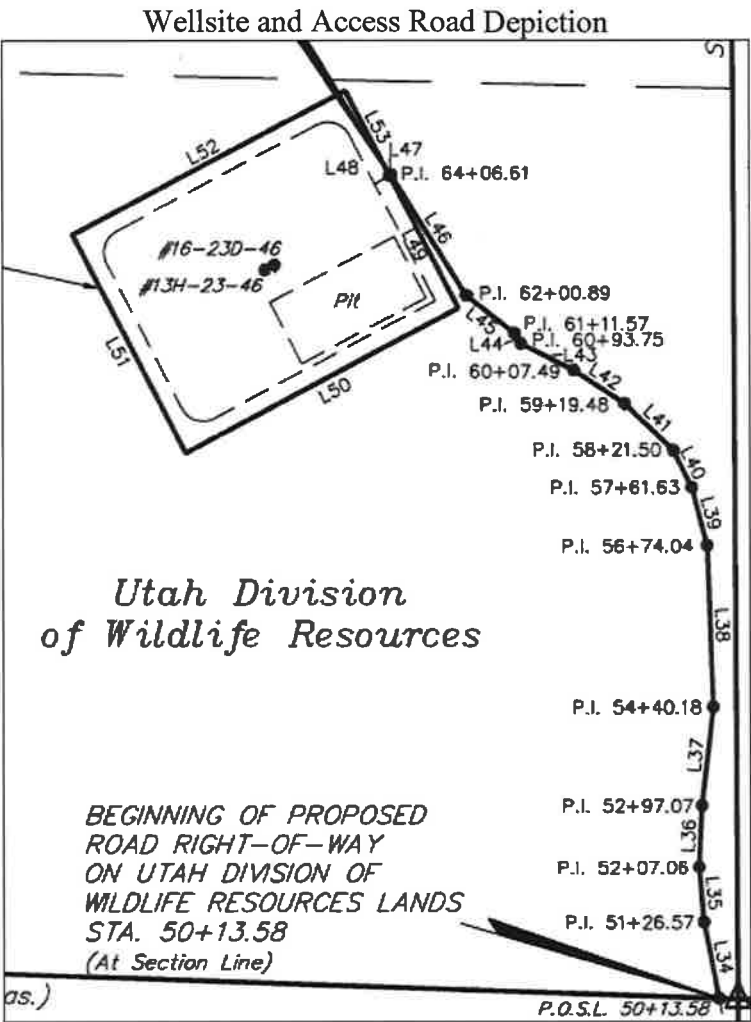


Exhibit C.1

Legal Descriptions of Wellsite Perimeter and Access Road and Pipeline Corridor Centerlines for  
LC Tribal #16H-27-46 Wellsite

LC Tribal #16H-27-46 Wellsite Perimeter

**SURFACE USE AREA DESCRIPTION**

BEGINNING AT A POINT IN THE SW 1/4 SW 1/4 OF SECTION 27, T4S, R6W, U.S.B.&M. WHICH BEARS N10°08'21"E 1080.59' FROM THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE N45°25'31"W 168.21'; THENCE N44°34'29"E 450.00'; THENCE S45°25'31"E 295.00'; THENCE S44°34'29"W 450.00'; THENCE N45°25'31"W 126.79' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.048 ACRES MORE OR LESS.

Access Road Corridor Centerline

**ROAD RIGHT-OF-WAY DESCRIPTION**

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SW 1/4 SW 1/4 OF SECTION 27, T4S, R6W, U.S.B.&M. WHICH BEARS N08°55'24"E 1067.40' FROM THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE N69°27'46"E 26.33' TO A POINT IN THE SW 1/4 SW 1/4 OF SAID SECTION 27 WHICH BEARS N10°08'21"E 1080.59' FROM THE SOUTHWEST CORNER OF SAID SECTION 27. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.018 ACRES MORE OR LESS.

Pipeline Corridor Centerline

**PIPELINE RIGHT-OF-WAY DESCRIPTION**

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SW 1/4 SW 1/4 OF SECTION 27, T4S, R6W, U.S.B.&M. WHICH BEARS N08°47'40"E 1098.58' FROM THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE S62°17'45"W 60.90' TO A POINT IN THE SW 1/4 SW 1/4 OF SAID SECTION 27 WHICH BEARS N06°09'21"E 1063.48' FROM THE SOUTHWEST CORNER OF SAID SECTION 27. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.042 ACRES MORE OR LESS.

Exhibit C.2

Depictions of Wellsite, Access Road, and Pipeline Corridor for LC Tribal #16H-27-46 Wellsite

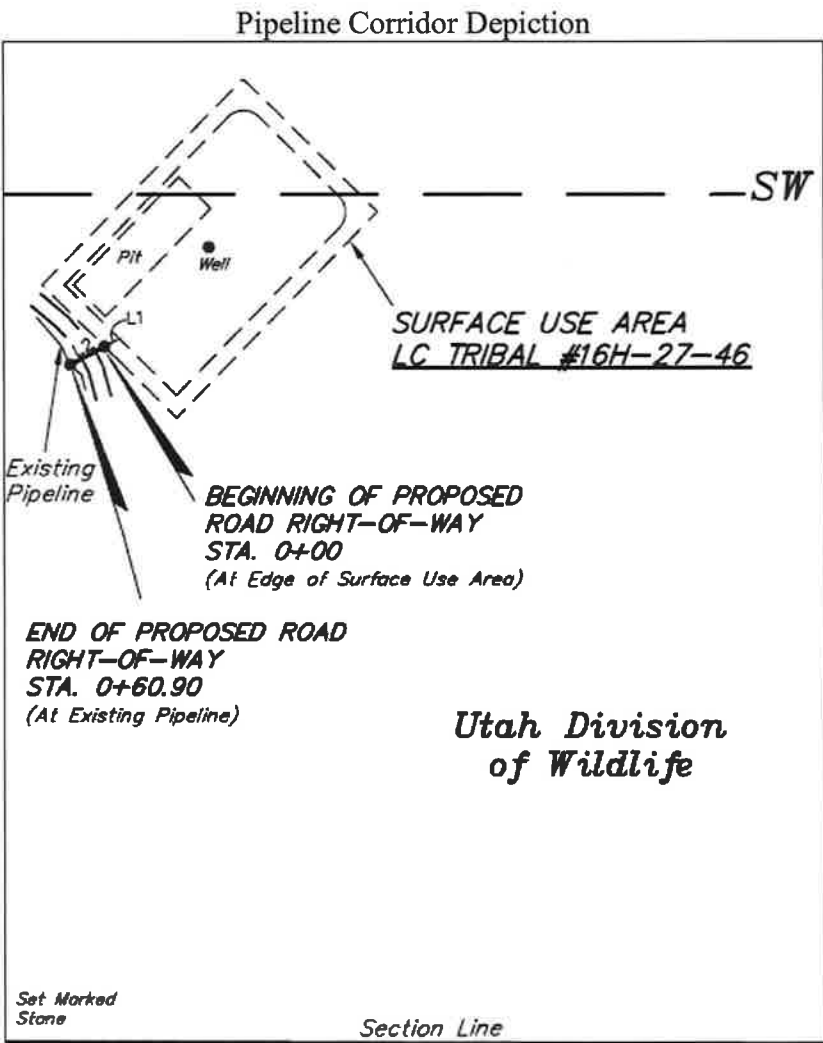
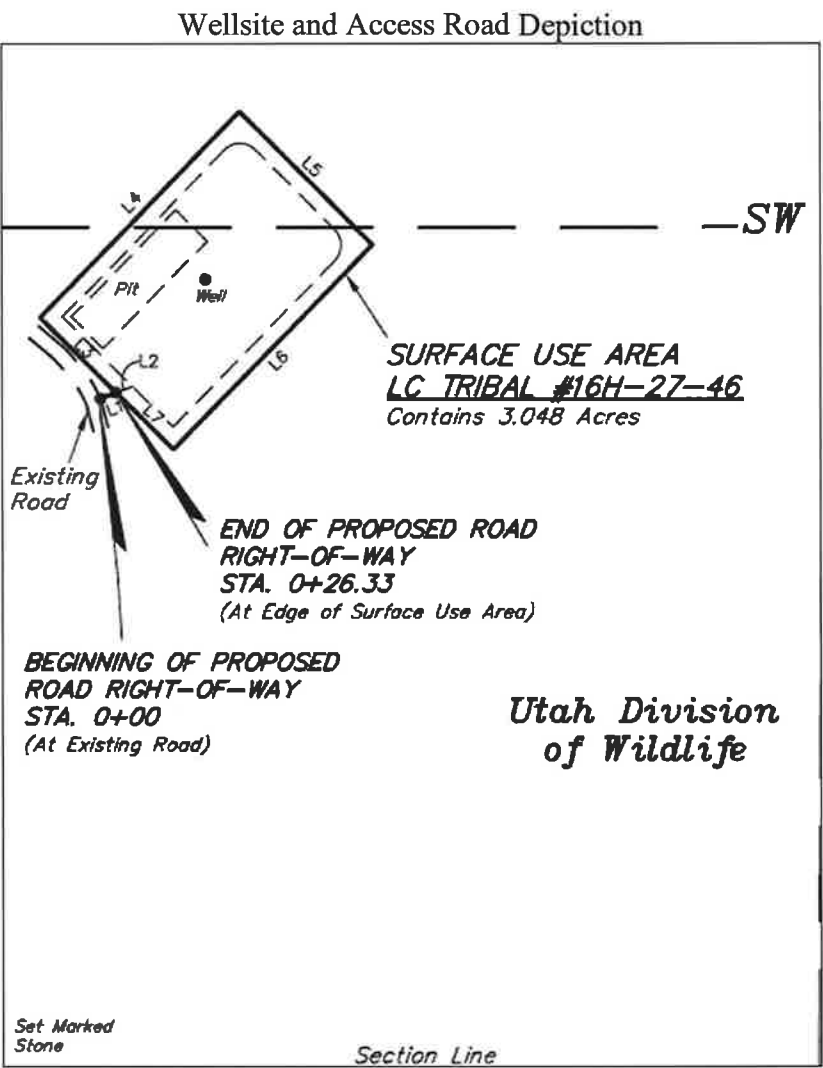


Exhibit D.1

Legal Descriptions of Wellsite Perimeter and Access Road and Pipeline Corridor Centerlines for  
LC Tribal #13H-34-46 and #16-34D-46 Wellsite

LC Tribal #13H-34-46 and #16-34D-46 Wellsite Perimeter

SURFACE USE AREA DESCRIPTION

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 34, T4S, R6W, U.S.B.&M. WHICH BEARS N72°10'04"W 486.46' FROM THE SOUTHEAST CORNER OF SAID SECTION 34, THENCE S00°02'35"W 131.88'; THENCE N89°57'25"W 450.00'; THENCE N00°02'35"E 320.00'; THENCE S89°57'25"E 450.00'; THENCE S00°02'35"W 188.12' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.306 ACRES MORE OR LESS.

Access Road Corridor Centerline

ROAD RIGHT-OF-WAY DESCRIPTION ON STATE OF UTAH  
DIVISION OF WLDLIFE LIFE RESOURCES LANDS

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN LOT 1 OF SECTION 3, T5S, R6W, U.S.B.&M., WHICH BEARS S68°07'07"E 368.65' FROM THE SOUTHWEST CORNER OF SECTION 35, T4S, R6W, U.S.B.&M., THENCE N50°54'38"W 87.52; THENCE N72°21'00"W 158.09'; THENCE N59°26'18"W 67.20' TO A POINT ON THE NORTH LINE OF LOT 1 OF SAID SECTION 3, WHICH BEARS S89°54'28"E 65.65' FROM THE SOUTHWEST CORNER OF SAID SECTION 35. ALSO BEGINNING AT A POINT ON THE EAST LINE OF THE SE 1/4 SE 1/4 OF SECTION 35, T4S, R6W, U.S.B.&M., WHICH BEARS N00°11'12"E 38.59' FROM THE SOUTHEAST CORNER OF SAID SECTION 34, THENCE N59°26'18"W 10.26'; THENCE N89°52'39"W 242.67'; THENCE N79°58'53"W 76.45'; THENCE N64°42'07"W 32.93'; THENCE N54°04'36"W 131.71' TO A POINT IN THE SE 1/4 SE 1/4 OF SAID SECTION 34, WHICH BEARS N72°10'04"W 486.46' FROM THE SOUTHEAST CORNER OF SAID SECTION 34. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.556 ACRES MORE OR LESS.

Pipeline Corridor Centerline

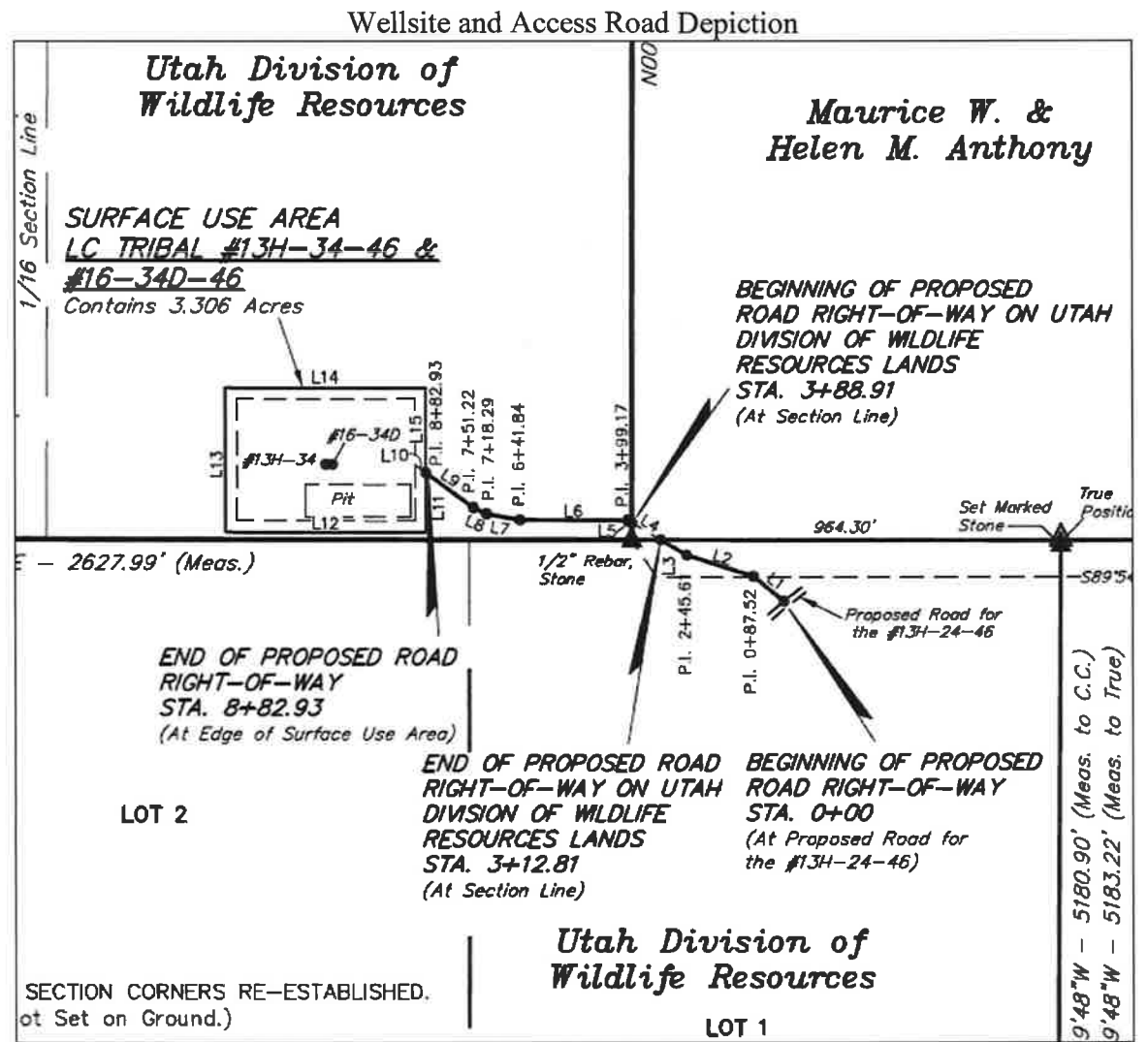
PIPELINE RIGHT-OF-WAY DESCRIPTION ON STATE  
OF UTAH DIVISION OF WLDLIFE LIFE RESOURCES LANDS

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 34, T4S, R6W, U.S.B.&M., WHICH BEARS N69°09'13"W 495.51' FROM THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE S58°25'08"E 40.90'; THENCE S53°54'18"E 104.39'; THENCE S64°42'07"E 28.04'; THENCE S80°01'56"E 69.93'; THENCE S89°52'24"E 247.82'; THENCE S59°26'18"E 2.38' TO A POINT ON THE EAST LINE OF THE SE 1/4 SE 1/4 OF SAID SECTION 34, WHICH BEARS N00°11'12"E 67.57' FROM THE SOUTHEAST CORNER OF SAID SECTION 34. ALSO BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1 OF SECTION 3, T5S, R6W, U.S.B.&M. WHICH BEARS S89°54'28"E 114.96' FROM THE SOUTHWEST CORNER OF SECTION 35, T4S, R6W, U.S.B.&M, THENCE S59°26'18"E 21.54'; THENCE S72°17'10"E 160.58'; THENCE S44°28'56"E 68.94' TO A POINT IN LOT 1 OF SAID SECTION 3, WHICH BEARS S71°56'12"E 352.13' FROM THE SOUTHWEST CORNER OF SAID SECTION 35. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.513 ACRES MORE OR LESS.

Exhibit D.2

Depictions of Wellsite, Access Road, and Pipeline Corridor for LC Tribal #13H-34-46 and #16-34D-46 Wellsite



Pipeline Corridor Depiction

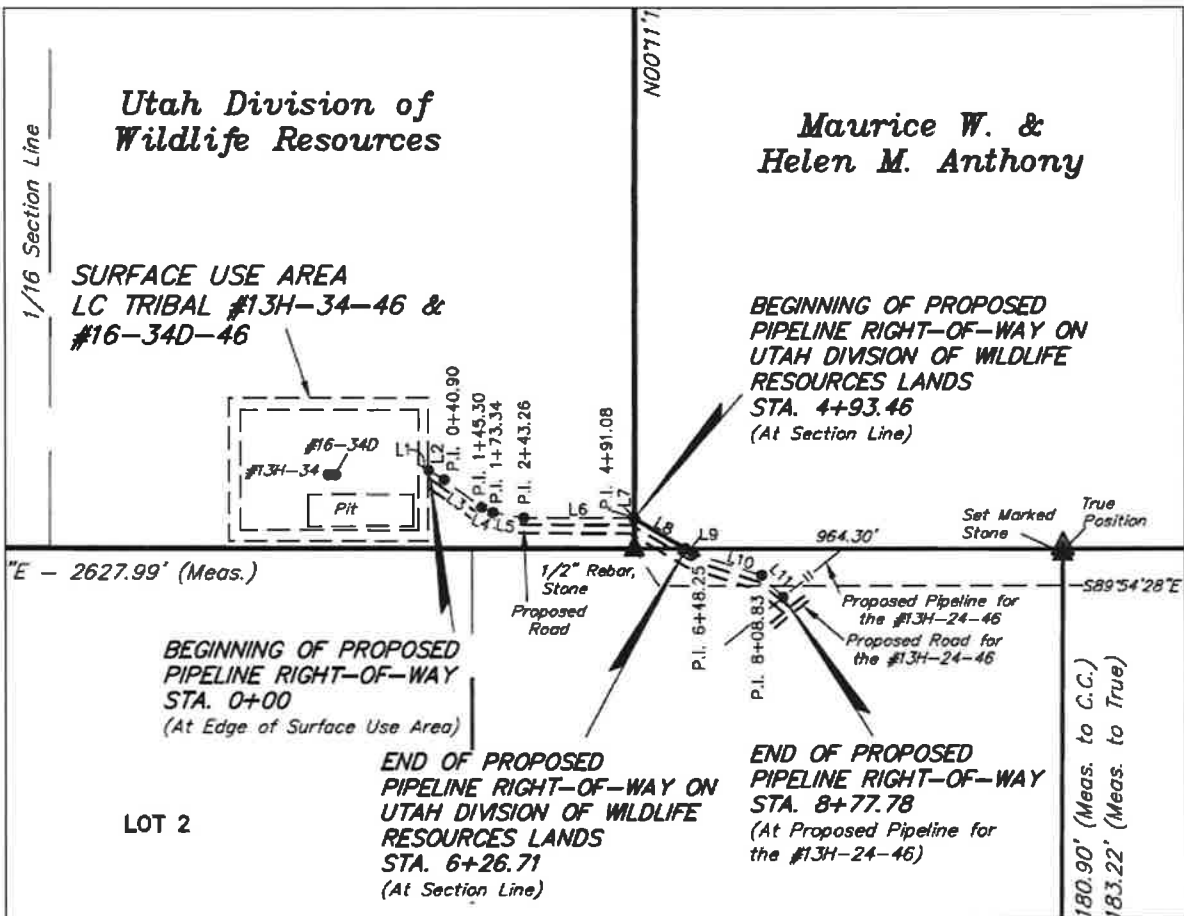


Exhibit E.1

Legal Descriptions of Access Road and Pipeline Corridor Centerlines for  
LC Tribal #15-24D-46 Wellsite

Access Road Corridor Centerline Description

ROAD RIGHT-OF-WAY DESCRIPTION  
ON STATE OF UTAH (DWL) LANDS

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SW 1/4 NE 1/4 OF SECTION 3, T5S, R6W, U.S.B.&M., WHICH BEARS N24°42'15"W 3882.37' FROM THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE N44°27'14"E 288.23'; THENCE N39°56'42"E 152.23'; THENCE N36°41'53"E 297.45'; THENCE N29°51'02"E 89.67'; THENCE N22°06'21"E 488.92'; THENCE N26°47'18"E 132.85'; THENCE N30°42'50"E 77.24'; THENCE N36°50'53"E 75.44'; THENCE N45°13'40"E 210.00'; THENCE N51°06'15"E 96.72'; THENCE N58°23'13"E 161.72'; THENCE N62°04'58"E 56.02' TO A POINT ON THE NORTH LINE OF THE NE 1/4 NE 1/4 OF SAID SECTION 3, WHICH BEARS N03°58'39"W 5196.27' FROM THE SOUTHEAST CORNER OF SAID SECTION 3. ALSO BEGINNING AT A POINT ON THE NORTH LINE OF THE NE 1/4 NE 1/4 OF SECTION 35, T4S, R6W, U.S.B.&M., WHICH BEARS N87°44'41"W 841.72' FROM THE NORTHEAST CORNER OF SAID SECTION 35, THENCE N51°09'26"E 85.48'; THENCE N46°13'32"E 113.04'; THENCE N50°52'51"E 94.42'; THENCE N65°47'16"E 57.34'; THENCE N69°41'11"E 117.35'; THENCE N60°48'00"E 61.81'; THENCE N47°37'44"E 175.83'; THENCE N40°43'24"E 68.05'; THENCE N34°16'22"E 203.23'; THENCE N44°22'52"E 84.64'; THENCE N56°32'53"E 68.53' TO A POINT ON THE EAST LINE OF THE SE 1/4 SE 1/4 OF SECTION 26, T4S, R6W, U.S.B.&M., WHICH BEARS N00°08'15"E 755.20' FROM THE SOUTHEAST CORNER OF SAID SECTION 26. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 2.243 ACRES MORE OR LESS.

Pipeline Corridor Centerline Description

PIPELINE RIGHT-OF-WAY DESCRIPTION  
ON STATE OF UTAH (DWL) LANDS

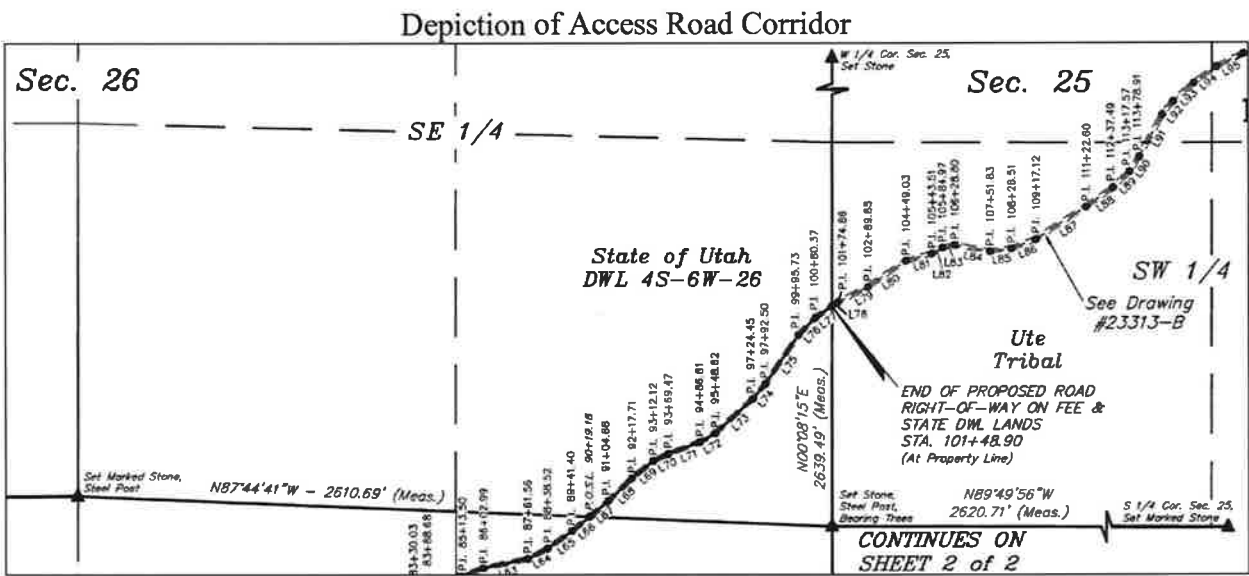
A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT ON THE WEST LINE OF THE SW 1/4 SW 1/4 OF SECTION 25, T4S, R6W, U.S.B.&M., WHICH BEARS N00°08'15"E 786.58' FROM THE SOUTHWEST CORNER OF SAID SECTION 25, THENCE S55°48'42"W 88.56'; THENCE S44°22'52"W 89.51'; THENCE S34°16'22"W 204.03'; THENCE S40°43'24"W 65.14'; THENCE S47°37'44"W 171.43'; THENCE S60°48'00"W 56.98'; THENCE S69°41'11"W 116.26'; THENCE S65°47'16"W 61.46'; THENCE S50°52'51"W 98.71'; THENCE S46°13'32"W 112.98'; THENCE S51°09'26"W 113.07' TO A POINT ON THE SOUTH LINE OF THE SE 1/4 SE 1/4 OF SECTION 26, T4S, R6W, U.S.B.&M., WHICH BEARS N87°44'41"W 879.75' FROM THE SOUTHEAST CORNER OF SAID SECTION 26. ALSO BEGINNING AT A POINT ON THE SOUTH LINE OF THE SW 1/4 SW 1/4 OF SECTION 35, T4S, R6W, U.S.B.&M., WHICH BEARS S89°54'28"E 520.76' FROM THE SOUTHWEST CORNER OF SAID SECTION 35, THENCE S59°51'55"W 215.32'; THENCE S42°41'43"E 54.34'; THENCE S47°50'48"W 177.51'; THENCE S43°10'07"W 128.76'; THENCE S31°08'21"W 129.59'; THENCE S24°54'22"W 219.31'; THENCE S21°31'54"W 376.91'; THENCE S32°41'26"W 179.83'; THENCE S36°08'06"W 181.01'; THENCE S39°57'59"W 182.59'; THENCE S43°45'55"W 199.66' TO A POINT IN THE SW 1/4 NE 1/4 OF SECTION 3, T5S, R6W, U.S.B.&M., WHICH BEARS N23°16'04"W 3897.67' FROM THE SOUTHEAST CORNER OF SAID SECTION 3. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 2.220 ACRES MORE OR LESS.



Exhibit E.2

Depictions of Access Road and Pipeline Corridor for LC Tribal #15-24D-46 Wellsite



And

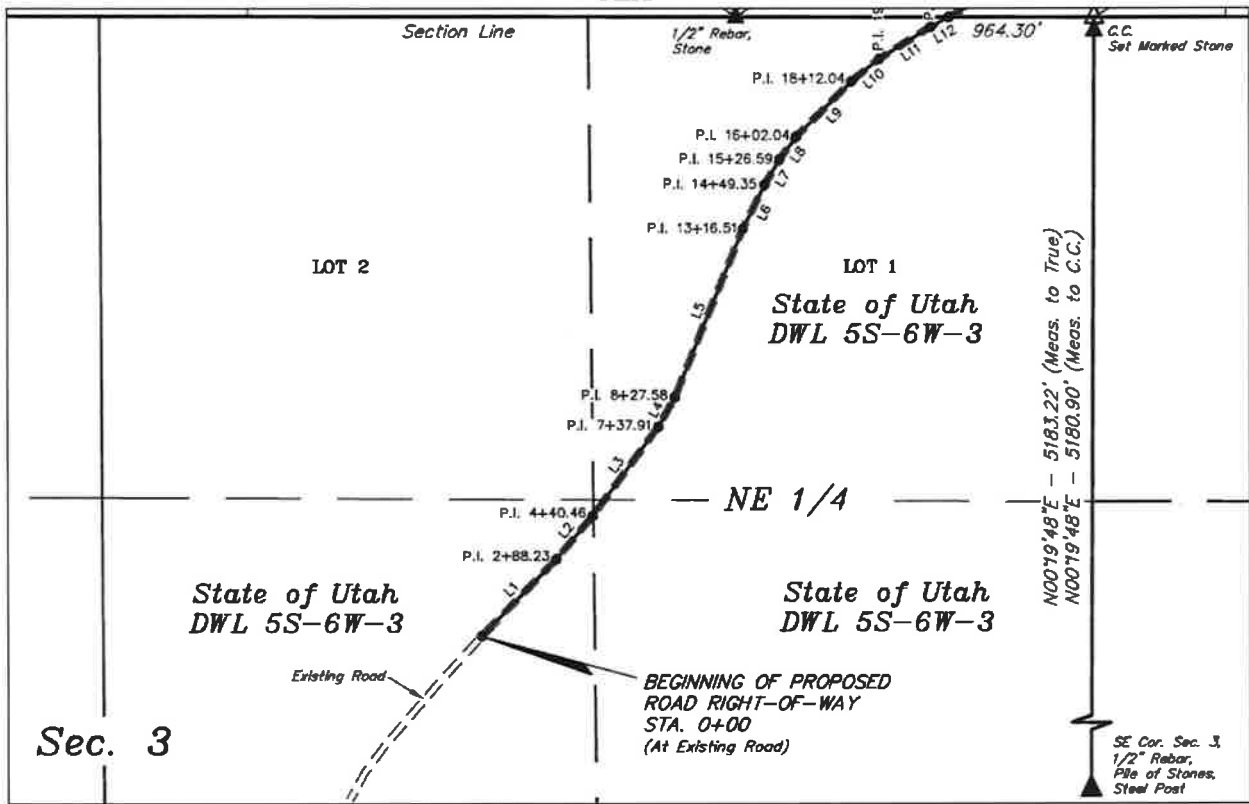
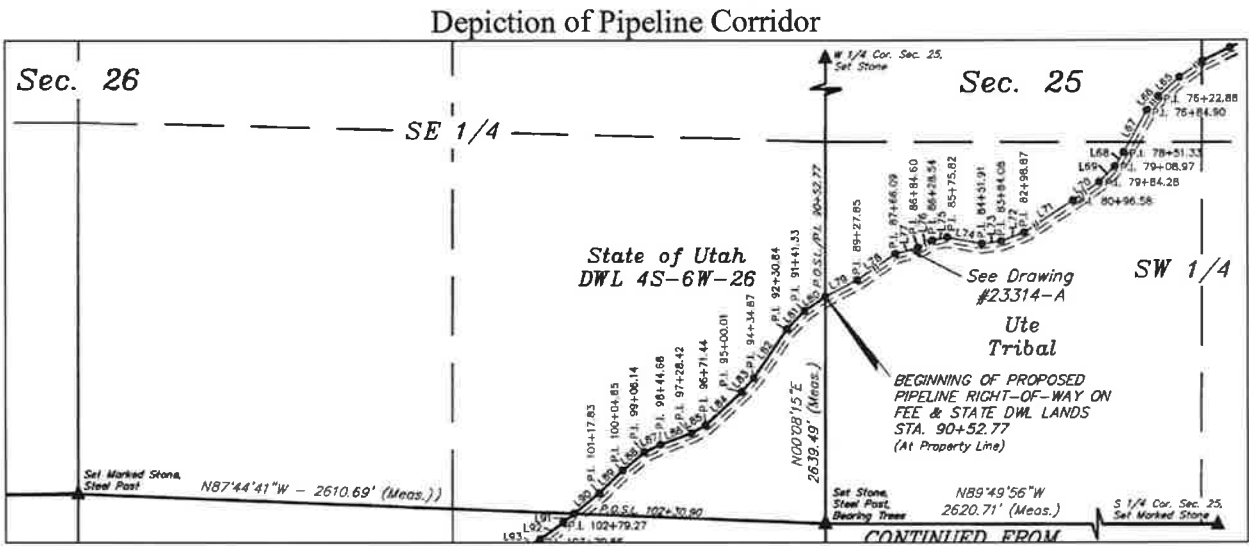


Exhibit E.2, cont'd  
Depictions of Access Road and Pipeline Corridor for LC Tribal #15-24D-46 Wellsite



And

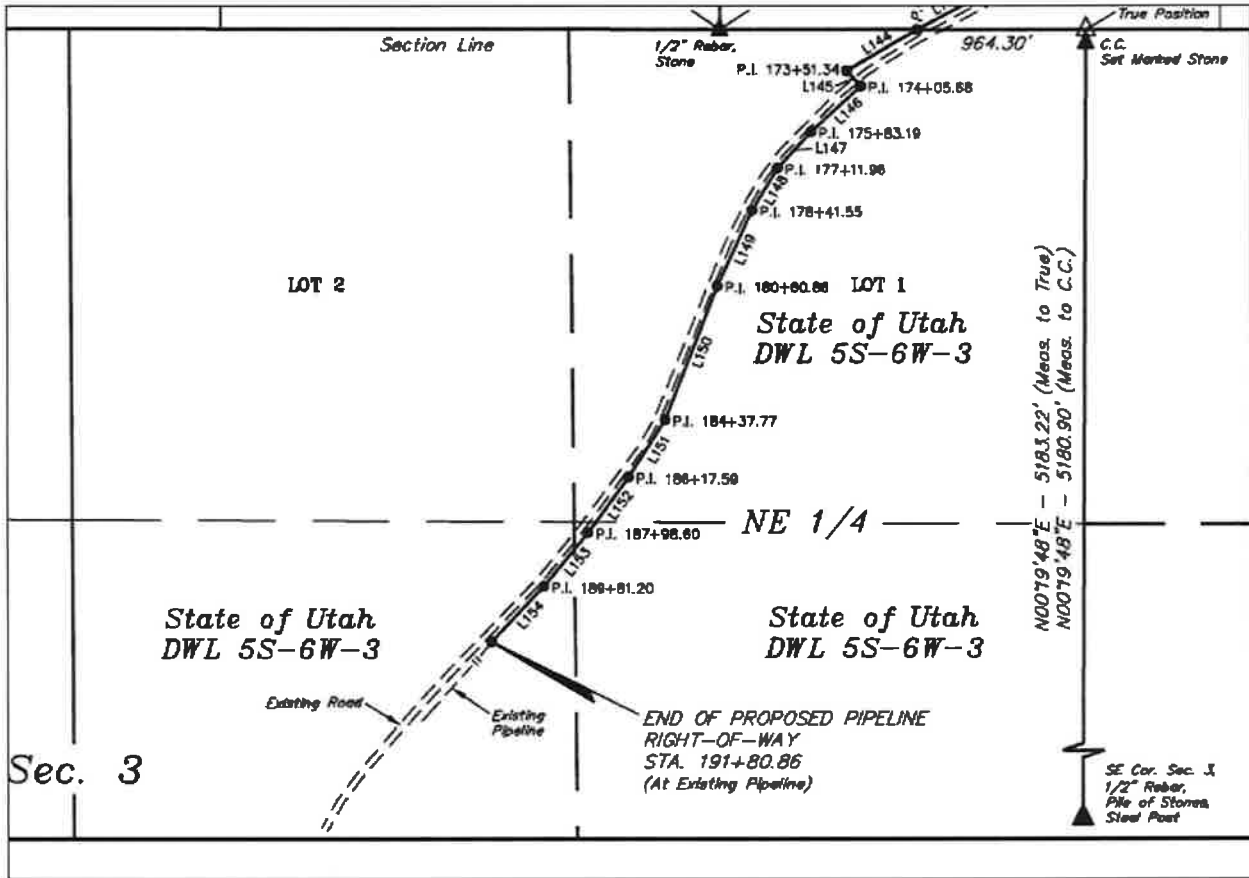


Exhibit F.1

Legal Descriptions of Access Road and Pipeline Corridor Centerlines for  
LC Tribal #4H-22-46 Wellsite

Access Road Corridor Centerline Description

<div>ROAD RIGHT-OF-WAY DESCRIPTION ON STATE OF UTAH (DWR)</div> <div>A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.  BEGINNING AT A POINT IN THE NW 1/4 SW 1/4 OF SECTION 14, T4S, R6W, U.S.B.&amp;M. WHICH BEARS N07°21'59"E 1492.91' FROM THE SOUTHWEST CORNER OF SAID SECTION 14, THENCE S01°03'14"E 482.36'; THENCE S01°44'55"W 162.90'; THENCE S12°24'30"W 326.42'; THENCE S08°25'08"W 258.09'; THENCE S02°09'11"E 163.24'; THENCE S09°57'11"E 101.01'; TO A POINT ON THE SOUTH LINE OF THE SW 1/4 SW 1/4 OF SAID SECTION 14 WHICH BEARS S89°21'37"E 110.99' FROM THE SOUTHWEST CORNER OF SAID SECTION 14, THENCE S09°57'11"E 79.94'; THENCE S07°54'28"W 192.99'; THENCE S28°09'11"W 157.82'; THENCE S39°36'26"W 37.24' TO A POINT ON THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SECTION 23, T4S, R6W, U.S.B.&amp;M. WHICH BEARS S00°00'18"E 438.97' FROM THE NORTHWEST CORNER OF SECTION 23. T4S, R6W, U.S.B.&amp;M. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.351 ACRES MORE OR LESS.</div>
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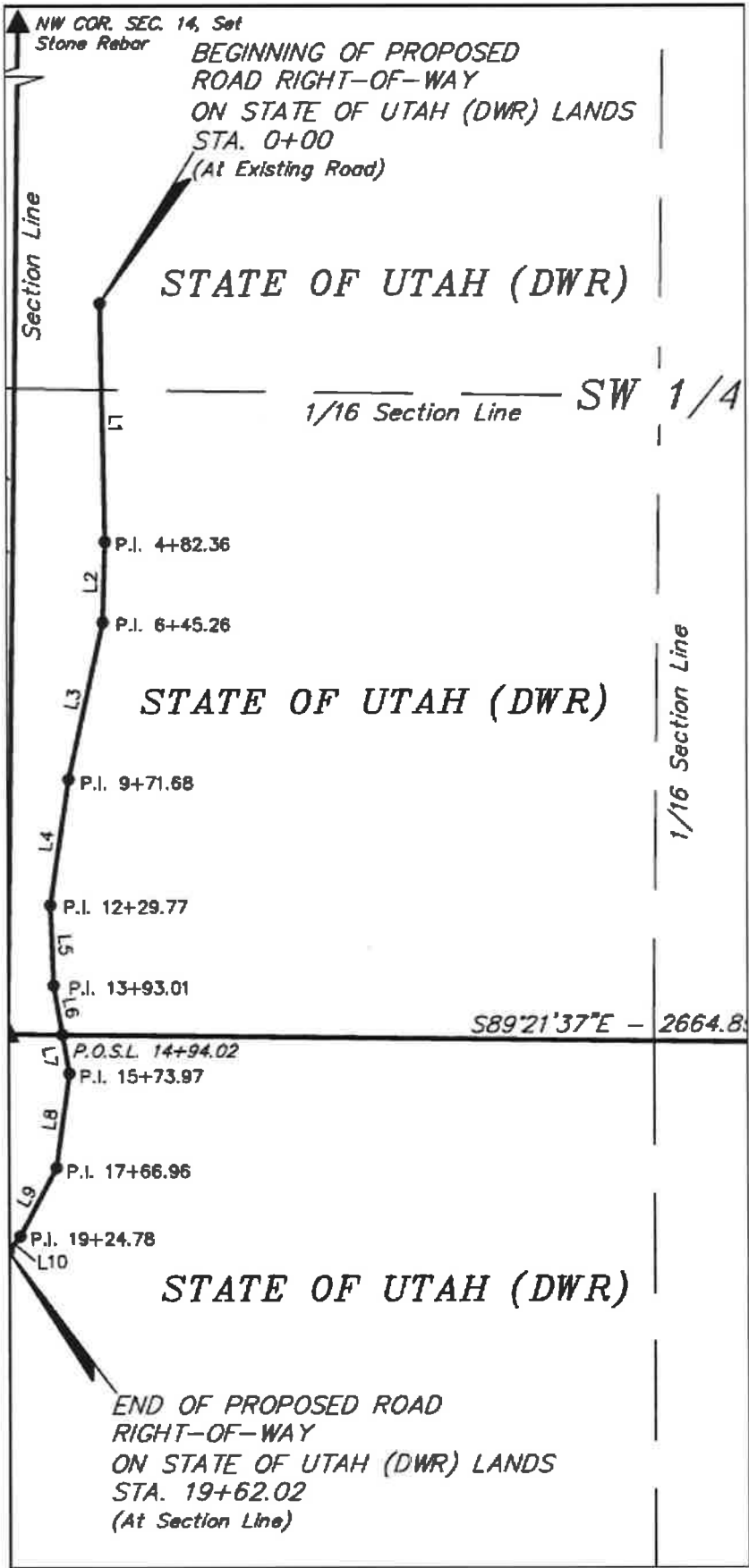
Pipeline Corridor Centerline Description

<div>PIPELINE RIGHT-OF-WAY DESCRIPTION ON STATE OF UTAH (DWR)</div> <div>A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.  BEGINNING AT A POINT ON THE WEST LINE OF THE NW 1/4 NW 1/4 OF SECTION 23, T4S, R6W, U.S.B.&amp;M. WHICH BEARS S00°00'18"E 399.76' FROM THE NORTHWEST CORNER OF SAID SECTION 23, THENCE N28°33'30"E 155.07'; THENCE N07°55'38"E 183.94'; THENCE N09°53'44"W 81.45' TO A POINT ON THE NORTH LINE OF THE NW 1/4 NW 1/4 OF SAID SECTION 23 WHICH BEARS S89°21'37"E 85.51' FROM THE NORTHWEST CORNER OF SAID SECTION 23, THENCE N09°53'44"W 98.44'; THENCE N02°09'09"W 167.08'; THENCE N08°25'01"E 261.60'; THENCE N12°26'10"E 323.87'; THENCE N00°18'15"E 510.49'; THENCE N03°09'11"W 165.79'; THENCE N55°34'17"W 17.98'; THENCE N16°34'36"W 97.49'; THENCE N06°13'32"W 67.50'; THENCE N19°35'44"W 91.12'; THENCE N49°35'01"W 63.52'; THENCE S85°27'47"W 10.37' TO A POINT ON THE WEST LINE OF THE NW 1/4 SW 1/4 OF SECTION 14, — T4S, R6W, U.S.B.&amp;M. WHICH BEARS N00°46'58"E 1810.96' FROM THE SOUTHWEST CORNER OF SAID SECTION 14. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.581 ACRES MORE OR LESS.</div>
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Exhibit F.2

Depictions of Access Road and Pipeline Corridors LC Tribal #4H-22-46 Wellsite

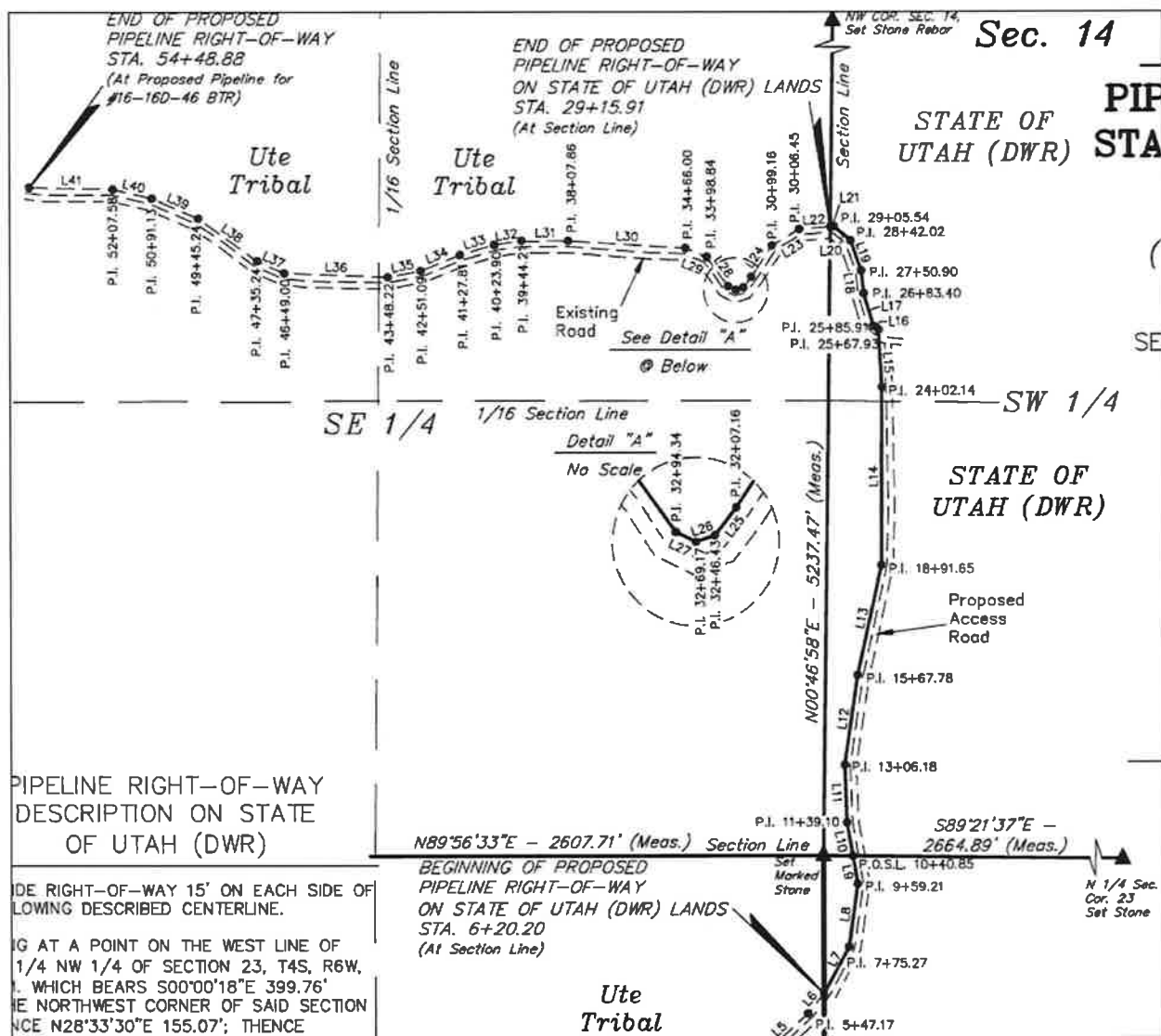
Depiction of Access Road Corridor



**Exhibit F.2, cont'd**

## Depictions of Access Road and Pipeline Corridors LC Tribal #4H-22-46 Wellsite

### Depiction of Pipeline Corridor



DUCH-1110EA-0232  
WSFR W-96-L and W-113-L

Exhibit G.1

Legal Descriptions of Access Road, Pipeline, and Powerline Corridor Centerlines for  
#16-25D-37 BTR Wellsite

Access Road Corridor Centerline Description

ROAD RIGHT-OF-WAY DESCRIPTION  
ON STATE OF UTAH (DWR) LANDS

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SE 1/4 SW 1/4 OF SECTION 30, T3S, R6W, U.S.B.&M. WHICH BEARS N88°57'52"W 977.59' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 30, THENCE S89°29'16"W 1553.50' TO A POINT ON THE WEST LINE OF THE SW 1/4 SW 1/4 OF SAID SECTION 30 WHICH BEARS N00°09'03"W 26.57' FROM THE SOUTHWEST CORNER OF SAID SECTION 30. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.070 ACRES MORE OR LESS.

Pipeline Corridor Centerline Description

PIPELINE RIGHT-OF-WAY DESCRIPTION  
ON STATE OF UTAH (DWR) LANDS

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT ON THE WEST LINE OF THE SW 1/4 SW 1/4 OF SECTION 30, T3S, R6W, U.S.B.&M. WHICH BEARS N00°09'03"W 51.35' FROM THE SOUTHWEST CORNER OF SAID SECTION 30, THENCE N89°28'43"E 1378.07'; THENCE N64°15'38"E 141.90' TO A POINT IN THE SE 1/4 SW 1/4 OF SAID SECTION 30 WHICH BEARS N84°16'38"W 1030.23' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 30. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.047 ACRES MORE OR LESS.

Powerline Corridor Centerline Description

POWER LINE RIGHT-OF-WAY DESCRIPTION  
ON STATE OF UTAH (DWR) LANDS

A 150' WIDE RIGHT-OF-WAY 75' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT ON THE WEST LINE OF THE SW 1/4 SW 1/4 OF SECTION 30, T3S, R6W, U.S.B.&M. WHICH BEARS N00°09'03"W 26.57' FROM THE SOUTHWEST CORNER OF SAID SECTION 30, THENCE N89°29'12"E 1438.14' TO A POINT IN THE SE 1/4 SW 1/4 OF SAID SECTION 30 WHICH BEARS N89°07'36"W 1092.90' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 30. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 4.952 ACRES MORE OR LESS.

Exhibit G.2

Depictions of Access Road, Pipeline, and Powerline Corridors for #16-25D-37 BTR Wellsite

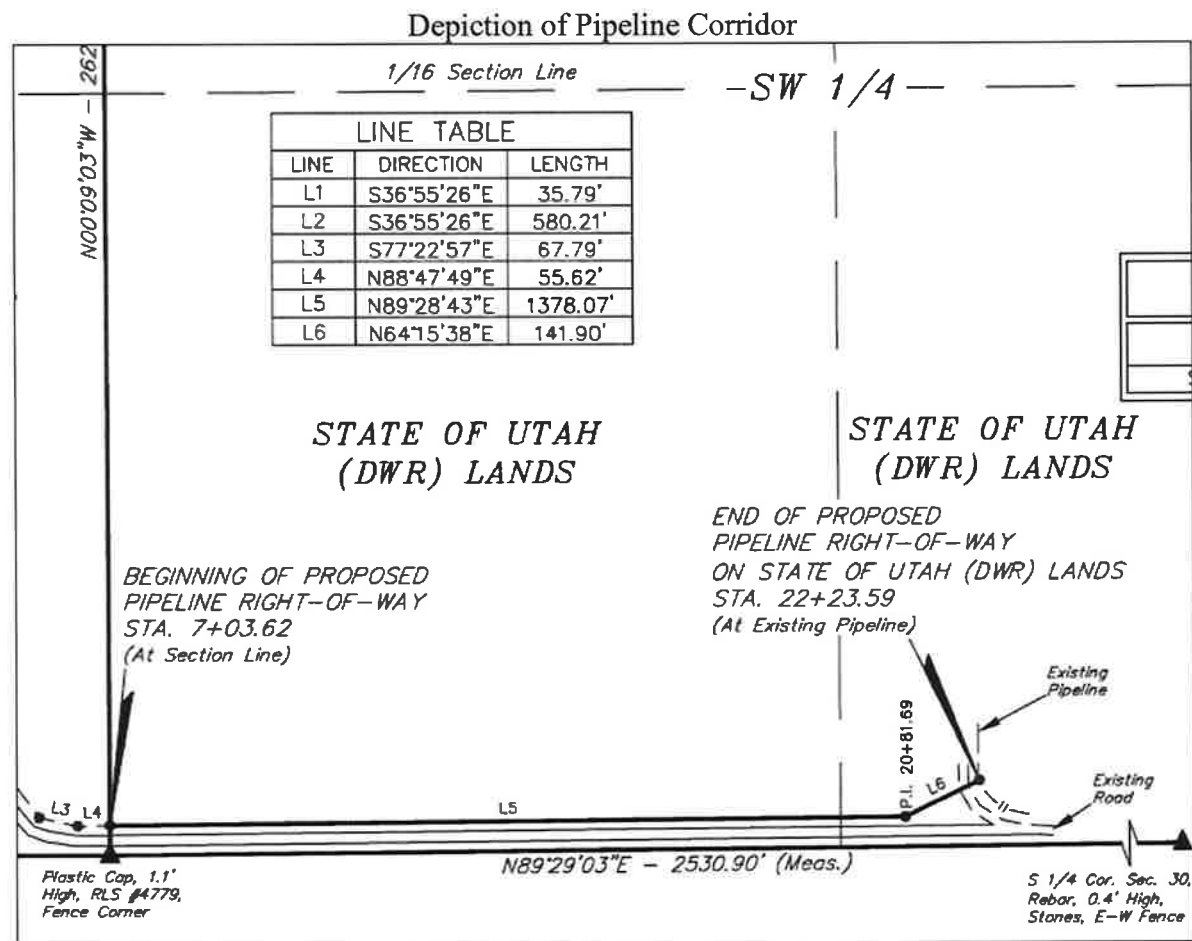
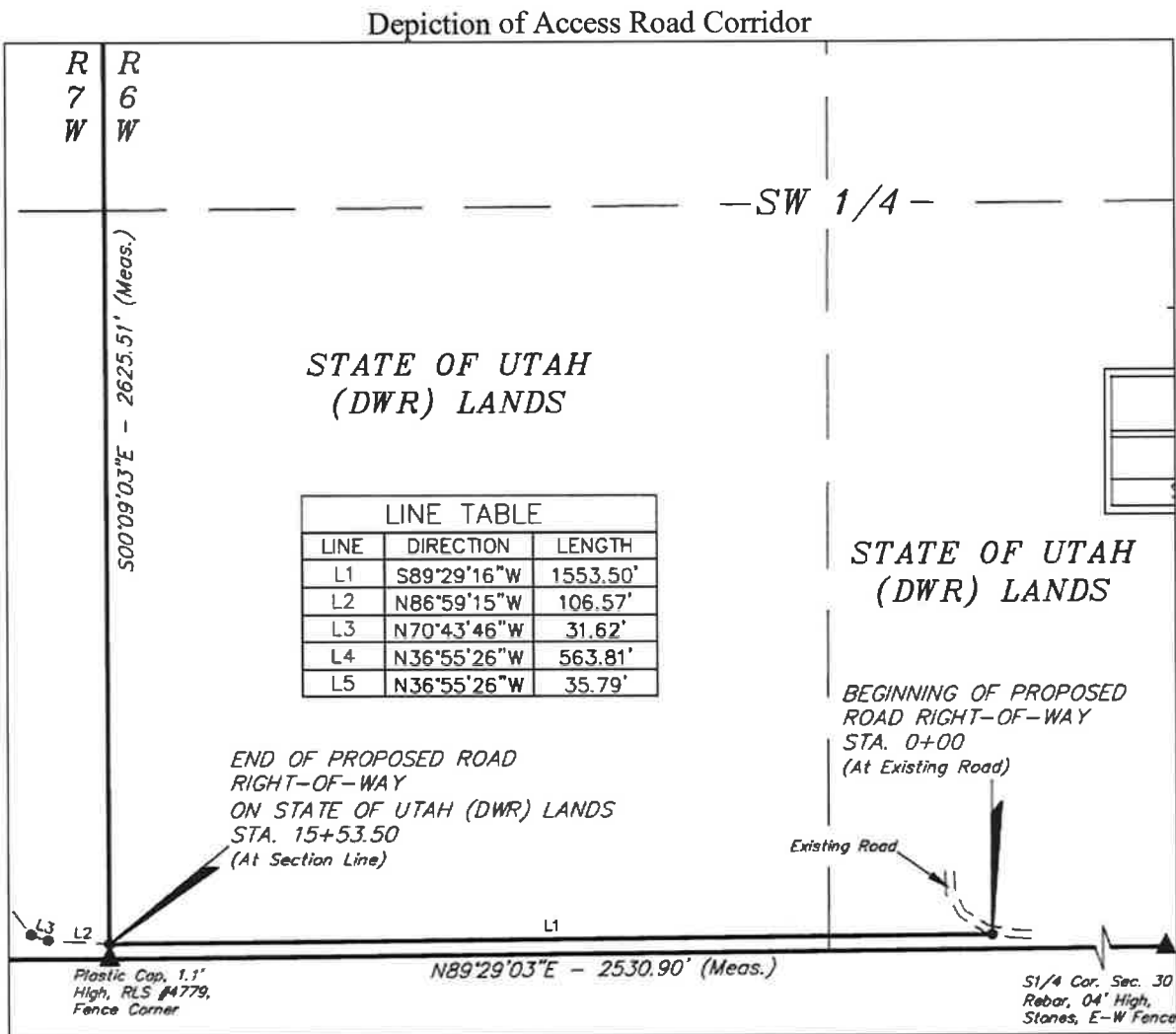
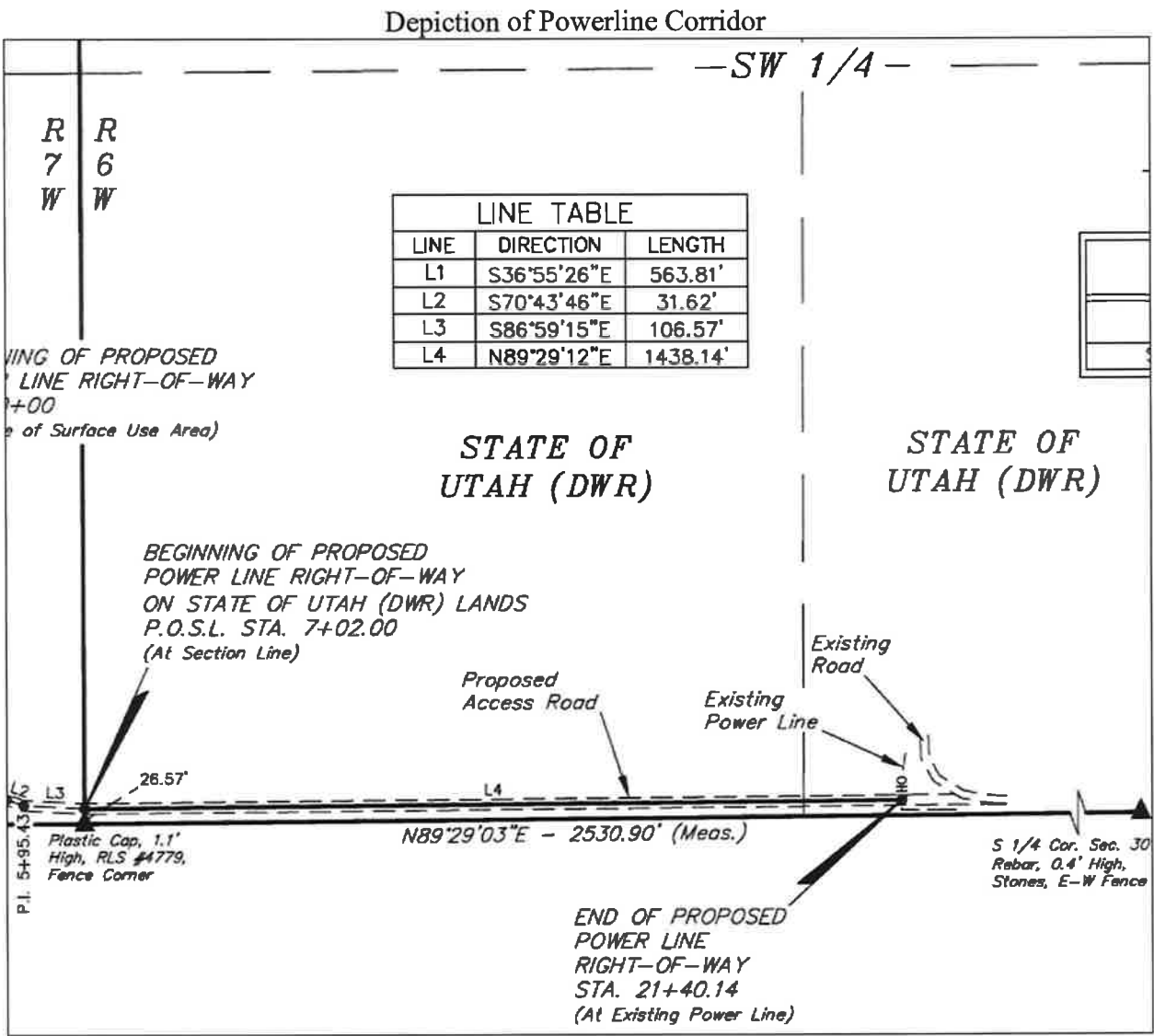


Exhibit G.2, cont'd  
Depictions of Access Road, Pipeline, and Powerline Corridors for #16-25D-37 BTR Wellsite





**Exhibit H**  
Surface Use and Reclamation Plan for Lessee’s Phase 9 Development Program,  
Lake Canyon and Tabby Mountain Areas, Duchesne County, Utah

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[Attached]

**Exhibit I**

Reclamation Performance Bond Number LPM9062886

Bond Number LPM9062886

**Easement Permit Bond**KNOW ALL MEN BY THESE PRESENTS, That We Bill Barrett Corporationof Denver, COhereinafter referred to as the Principal, and Fidelity and Deposit Company of Marylanda corporation organized and existing under the laws of the State of Marylandand authorized to do business in the State of Utah as Surety, are held and firmlybound unto State of Utah, Department of Natural Resources, Division of Wildlife Resources, 1594 W. North Temple, Ste 2110, SLC, UT

herein after referred to as Oblige, in the sum of One Hundred Fifty Six Thousand Nine Hundred Ninety Nine and no/100 Dollars (\$156,999.00) lawful money of the United States of America to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors and assigns, firmly by these presents.

WHEREAS, the Principal has applied for a license or permit for the following well sites:

- LC Tribal 13H-26-46 & 16-26D-46 (well site, includes pipeline and access corridors)
- LC Tribal #13H-23-46 & 16-23D-46 (well site, access, loop road and pipeline corridors)
- LC Tribal 16H-27-46 (well site, access and pipeline corridors)
- LC Tribal #13H-34-46 & 16-34D-46 (well site, access and pipeline corridors)
- LC Tribal 15-24D-46 (access and pipeline corridors)
- LC Tribal 4H-22-46 (access and pipeline corridors)
- LC Tribal 13H-25-45 (pipeline corridor)
- 16-25D-37 BTR (access, pipeline & powerline corridors)

for the term beginning the February 16, 2012 and ending the February 16, 2013 to cover the term of said License or Permit.

NOW, THEREFORE, if said Principal shall faithfully perform all the duties of this lease according to the requirements of the ordinance of said Oblige and protect said Oblige from any damage as hereinbefore stated, then this obligation shall be null and void; otherwise to remain in full force and effect.

THIS BOND WILL continue in force until February 16, 2013 and will continue with a Continuation Certificate signed by Principal and Surety.

SIGNED, SEALED and DATED this 16<sup>th</sup> day of February 2012

Bill Barrett Corporation

Principal

By: 

Huntington T. Walker, Sr. Vice President - Land

Fidelity and Deposit Company of Maryland

Surety

By: 

Jana M. Forrest, Attorney-in-Fact

Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Scott T. POST, Bret S. BURTON, Jana M. FORREST, Tim H. HEFFEL, Desiree E. WESTMORELAND, Kathleen A. SNYDER and Emily R. TERHUNE, all of Wichita, Kansas, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as aforesaid, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these powers, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Scott T. POST, Bret S. BURTON, Jana M. FORREST, Tim H. HEFFEL, Erica M. PLUMMER, Desiree E. WESTMORELAND, Kathleen A. SNYDER, dated June 19, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 9th day of March, A.D. 2009.

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



*Gregory E. Murray* By: *David S. Hewett*  
Gregory E. Murray Assistant Secretary David S. Hewett Vice President

State of Maryland } ss:  
City of Baltimore }

On this 9th day of March, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*  
Constance A. Dunn Notary Public  
My Commission Expires: July 14, 2011

**SURFACE USE PLAN**

**BILL BARRETT CORPORATION**  
**LC Tribal 13H-34-46 & 16-34D-46 Pad**  
**Duchesne County, Utah**

<b><u>LC Tribal 13H-34-46</u></b>	<b><u>LC Tribal 16-34D-46</u></b>
SE SE, 166' FSL & 689' FEL, Sec. 34, T4S-R6W (surface hole) SW SW, 800' FSL & 800' FWL, Sec. 34, T4S-R6W (bottom hole)	SE SE, 167' FSL & 673' FEL, Sec. 34, T4S-R6W (surface hole) SE SE, 810' FSL & 810' FEL, Sec. 34, T4S-R6W (bottom hole)

The onsite inspection for this pad occurred on April 17, 2012. This is a new pad with a total of two proposed wells. Plat changes and site specific stipulations requested at the onsite are reflected within this APD and summarized below.

- a) Relocated topsoil from corners 2 & 8 to corners 6 & 7 and 3 & 4 to minimize topsoil losses;
- b) Round corners 2 & 8 (if possible) to minimize fill slopes ;
- c) Wintering big game restriction in place from December 1 to April 15;

The excavation contractor would be provided with an approved copy of the surface use plan of operations before initiating construction.

1. **Existing Roads:**

- a. The proposed well site is located approximately 16.6 miles southwest of Duchesne, Utah. Maps and directions reflecting the route to the proposed well site are included (see Topographic maps A and B).
- b. The existing State Highway 191 would be utilized from Duchesne for 3.5 miles to the existing BBC maintained Skitzzy Road that would be utilized for 6.6 miles and provides access to the existing 7-3-56 DLB access road that would be utilized for 5.8 miles and provides access to the planned new access road.
- c. Project roads would require routine year-round maintenance to provide year-round access. Maintenance would include inspections, reduction of ruts and holes, maintenance to keep water off the road, replacement of surfacing materials, and clearing of sediment blocking ditches and culverts. Should snow removal become necessary, roads would be cleared with a motor grader and snow would be stored along the down gradient side to prohibit runoff onto the road. Aggregate would be used as necessary to maintain a solid running surface and minimize dust generation.
- d. Vehicle operators would obey posted speed restrictions and observe safe speeds commensurate with road and weather conditions. Travel would be limited to the existing access roads and proposed access road.

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- e. The use of roads under State and Duchesne County Road Department maintenance are necessary to access the project area with no improvements proposed. No public road encroachments or pipeline crossings are associated with this well.
- f. All existing roads would be maintained and kept in good repair during all phases of operation.

2. Planned Access Road:

- a. Approximately 914 feet of new access road trending northwest is planned from the approved 15-24D-46 access road (ROW H62-2012-129) and continues an additional 2,682 feet to the existing 7-3-56 DLB access road (see Topographic Map B). The proposed access road crosses both Utah Division of Wildlife Resources and private surface.
- b. The planned access road would be constructed to a 30-foot ROW width with an 18-foot travel surface. See section 12.d. below for disturbance estimates.
- c. New road construction and improvements of existing roads would typically require the use of motor graders, crawler tractors, 10-yard end dump trucks, and water trucks. The standard methodology for building new roads involves the use of a crawler tractor or track hoe to windrow the vegetation to one side of the road corridor, remove topsoil to the opposing side of the corridor, and rough-in the roadway. This is followed by a grader or bulldozer to establish barrow ditches and crown the road surface. Where culverts are required, a track hoe or backhoe would trench the road and install the culverts. Some hand labor would be required when installing and armoring culverts. Road base or gravel in some instances would be necessary and would be hauled in and a grader used to smooth the running surface.
- d. The proposed road would be constructed to facilitate drainage, control erosion and minimize visual impacts by following natural contours where practical. No unnecessary side-casting of material would occur on steep slopes.
- e. A maximum grade of 10% would be maintained throughout the project with minimum cuts and fills, as necessary, to access the well.
- f. Excess rock from construction of the pad may be used for surfacing of the access road if necessary. Any additional aggregate necessary would be obtained from private or State of Utah lands in conformance with applicable regulations. Aggregate would be of sufficient size, type, and amount to allow all weather access and alleviate dust.
- g. Where topsoil removal is necessary, it would be windrowed (i.e. stockpiled/accumulated along the edge of the ROW and in a low row/pile parallel with the ROW) and re-spread over the disturbed area after construction and backfilling are completed. Vegetation removed from the disturbed area



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would also be re-spread to provide protection, nutrient recycling, and a seed source for reclamation.

- h. Turnouts are not proposed.
  - i. No culverts and no low-water crossings are anticipated. Adequate drainage structures, where necessary, would be incorporated into the remainder of the road to prevent soil erosion and accommodate all-weather traffic.
  - j. No cattle guards are anticipated at this time.
  - k. Surface disturbance and vehicular travel would be limited to the approved location access road. Adequate signs would be posted, as necessary, to warn the public of project related traffic.
  - l. All access roads and surface disturbing activities would conform to the appropriate standard, **no higher than necessary**, to accommodate their intended function adequately as outlined in the Bureau of Land Management and Forest Service publication: Surface Operating Standards for Oil and Gas Exploration and Development, Fourth Edition – Revised 2007.
  - m. The operator would be responsible for all maintenance needs of the new access road.
3. Location of Existing Wells (see One-Mile Radius Map):
- a. Following is a list of wells with surface hole locations within a one-mile radius of the proposed pad:
    - i. water wells none
    - ii. injection wells none
    - iii. disposal wells none
    - iv. drilling wells one
    - v. temp shut-in wells none
    - vi. producing wells three
    - vii. abandoned wells three

4. Location of Production Facilities

- a. Surface facilities would consist of a wellhead, separator, gas meter, combustor, (1) 500 gal methanol tank, (1) 500 glycol tank, (3) 500 bbl oil tanks, (1) 500 bbl water tank, (1) 500 bbl test tank, (1) 1000 gal propane tank, a pumping unit or Roto-flex unit or ESP or gas lift unit, electrical or with a natural gas or diesel fired motor, solar panels, solar chemical and methanol pumps and one trace pump. See attached proposed facility diagram.
- b. Most wells would be fitted with a pump jack or Roto-flex unit or ESP or gas lift to assist liquid production. The prime mover for pump jacks or Roto-flex units

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would be small (100 horsepower or less), electric motor or natural gas or diesel fired internal combustion engines. If a gas lift is installed, it would be set on a 10 ft x 25 ft pad and the prime mover would be a natural gas-fired internal combustion engine rated at 200 horsepower or less or an electric compressor of similar horsepower powered by electricity.

- c. The tank battery would be surrounded by a secondary containment berm of sufficient capacity to contain 1.1 times the entire capacity of the largest single tank and sufficient freeboard to contain precipitation. All loading lines and valves would be placed inside the berm surrounding the tank battery or would utilize catchment basins to contain spills. All liquid hydrocarbon production and measurement shall conform to the provisions of 43 CFR 3162.7-2 and Onshore Oil and Gas Order No. 4 for the measurement of oil.
- d. Gas meter run(s) would be constructed and located on lease within 500 feet of the wellheads. Meter runs would be housed and/or fenced. As practicably feasible, meters would be equipped with remote telemetry monitoring systems. All gas production and measurement shall comply with the provisions of 43 CFR 3162.7-3, Onshore Oil and Gas Order No. 5, and American Gas Association (AGA) Report No. 3.
- e. A combustor may be installed at this location for control of associated condensate tank emissions. A combustor ranges from 24 inches to 48 inches wide and is approximately 27 ft tall. Combustor placement would be on existing disturbance.
- f. Approximately 907 feet of pipeline corridor (see Topographic Map C) containing up to three lines (one gas pipeline up to 8 inch in diameter, one water line up to 4 inch in diameter and one residue line up to 4 inch in diameter) is proposed trending southeast to the approved LC Tribal 15-24D-46 pipeline corridor (ROW H62-2012-130) and continues an additional 2,682 feet to the existing 7-3-56 DLB pipeline corridor. Pipelines would be constructed of steel, polyethylene or fiberglass and would connect to the proposed pipeline servicing nearby BBC wells. The pipeline crosses both Utah Division of Wildlife Resources and private surface.
- g. The new segment of gas pipeline would be surface laid within a 30 foot wide pipeline corridor adjacent to the proposed access road. See 12.d below for disturbance estimates.
- h. Construction of the ROW would temporarily utilize the 30 foot disturbed width for the road for a total disturbed width of 60 foot for the road and pipeline corridors. The use of the proposed well site and access roads would facilitate the staging of the pipeline construction.
- i. Pipeline construction methods and practices would be planned and conducted by BBC with the objective of enhancing reclamation and fostering the re-establishment of the native plant community.

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- j. All permanent above-ground structures would be painted a flat, non-reflective color, such as Beetle Green, to match the standard environmental colors. All facilities would be painted the designated color at the time of installation. Facilities required to comply with the Occupational Safety and Health Act (OSHA) may be excluded.
- k. Site security guidelines identified in 43 CFR 3162.7-5 and Onshore Oil and Gas Order No. 3 would be adhered to. Any modifications to proposed facilities would be reflected in the site security diagram submitted.
- l. The site would require periodic maintenance to ensure that drainages are kept open and free of debris, and that surfaces are properly treated to reduce erosion, fugitive dust, and impacts to adjacent areas.

5. Location and Type of Water Supply:

- a. Water for the drilling and completion would be trucked from any of the following locations:

Water Right No. and Application or Change No.	Applicant	Allocation	Date	Point of Diversion	Source
43-180	Duchesne City Water Service District	5 cfs	8/13/2004	Knight Diversion Dam	Duchesne River
43-1202, Change a13837	Myton City	5.49 cfr and 3967 acre feet	3/21/1986	Knight Diversion Dam	Duchesne River
43-10444, Appln A57477	Duchesne County Upper Country Water	2 cfs	1994	Ditch at Source	Cow Canyon Spring
43-10446, Appln F57432	Duchesne County Upper Country Water	1.58 cfs	1994	Ditch at Source	Cow Canyon Spring
43-1273, Appln A17462	J.J.N.P. Company	7 cfs	1946	Strawberry River	Strawberry River
43-1273, Appln t36590	J.J.N.P. Company	4 cfs	6/03/2010	Strawberry River	Strawberry River
43-2505, Appln t37379	McKinnon Ranch Properties, LC	1.3 cfs	4/28/2011	Pumped from Sec, 17, T4SR6W	Water Canyon Lake
43-12415, Change A17215a	Peatross Ranch, LLC	1.89 cfs	09/2011	Dugout Pond	Strawberry River

- b. No new water well is proposed with this application.

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- c. Should additional water sources be pursued they would be properly permitted through the State of Utah – Division of Water Rights.
- d. Water use would vary in accordance with the formations to be drilled but would be up to approximately 5.41 acre feet for drilling and completion operations.

6. Source of Construction Material:

- a. The use of materials would conform to 43 CFR 3610.2-3.
- b. No construction materials would be removed from the lease or EDA area.
- c. If any additional gravel is required, it would be obtained from a local supplier having a permitted source of materials within the general area.

7. Methods of Handling Waste Disposal:

- a. All wastes associated with this application would be contained and disposed of utilizing approved facilities.
- b. The reserve pit would be constructed so as not to leak, break or allow any discharge.
- c. The reserve would be lined with 12 mil (minimum) thickness polyethylene nylon reinforced liner material. The liner(s) would overlay straw, dirt and/or bentonite if rock is encountered during excavation. The liner would overlap the pit walls and be covered with dirt and/or rocks to hold them in place. No trash, scrap pipe, or other materials that could puncture the liner would be discarded in the pit. A minimum of two feet of free board would be maintained between the maximum fluid level and the top of the reserve pit at all times.
- d. To deter livestock from entering the pit, the three sides exterior to the location would be fenced before drilling starts. Following the conclusion of drilling and completion activities, the fourth side would also be fenced.
- e. Drill cuttings would be contained in the pit and buried on-site for a period not to exceed six months, weather permitting
- f. Produced fluids from the well other than water would be decanted into steel test tank(s) until such time as construction of production facilities is completed. Any oil that may be accumulated would be transferred to a permanent production tank. Produced water may be used in further drilling and completion activities, evaporated in the pit, or would be hauled to one of the following state-approved disposal facilities:

Disposal Facilities
1. RNI Industries, Inc. – Pleasant Valley Disposal Pits, Sec. 25, 26, 35 & 36,

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<b>Disposal Facilities</b>
T4S-R3W
2. Pro Water LLC – Blue Bench 13-1 Disposal Well (43-013-30971) NENE, Sec. 13, T3S-R5W
3. RN Industries, Inc. – Bluebell Disposal Ponds, Sec. 2, 4 & 9, T2S-R2W
4. Water Disposal, Inc. – Harmston 1-32-A1 Disposal Well (43-013-30224), UTR #00707, Sec. 32, T1S-R1W
5. Unified Water Pits – Sec. 31, T2S-R4W
6. Iowa Tank Line Pits – 8500 BLM Fence Road, Pleasant Valley
7. Western Water Solutions – Sand Pass Ranch, Sections 9 and 10, T4S-R1W, permit #WD-01-2011

- g. Any salts and/or chemicals, which are an integral part of the drilling system, would be disposed of in the same manner as the drilling fluid.
- h. Any spills of oil, condensate, produced or frac water, drilling fluids, or other potentially deleterious substances would be recovered and either returned to its origin or disposed of at an approved disposal site, most likely in Duchesne, Utah.
- i. Chemicals on the EPA's Consolidated List of Chemicals subject to reporting under Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) may be used or stored in quantities over reportable quantities. In the course of drilling, BBC could potentially store and use diesel fuel, sand (silica), hydrochloric acid, and CO<sub>2</sub> gas, all described as hazardous substances in 40 CFR Part 302, Section 302.4, in quantities exceeding 10,000 pounds. In addition, natural gas condensate and crude oil and methanol may be stored or used in reportable quantities. Small quantities of retail products (paint/spray paints, solvents {e.g., WD-40}, and lubrication oil) containing non-reportable volumes of hazardous substances may be stored and used on site at any time. No extremely hazardous substances, as defined in 40 CFR 355, would be used, produced, stored, transported or disposed of in association with the drilling, testing or completion of the wells.
- j. Portable toilets and trash containers would be located onsite during drilling and completion operations. A commercial supplier would install and maintain portable toilets and equipment and would be responsible for removing sanitary waste. Sanitary waste facilities (i.e. toilet holding tanks) would be regularly pumped and their contents disposed of at approved sewage disposal facilities in Duchesne, and/or Uintah Counties, in accordance with applicable rules and regulations regarding sewage treatment and disposal. Accumulated trash and nonflammable waste materials would be hauled to an approved landfill once a week or as often as necessary. All debris and waste materials not contained in the trash containers would be cleaned up, removed from the construction ROW, well pad, or worker housing location, and disposed of at an approved landfill. Trash would be cleaned up everyday.



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- k. Sanitary waste equipment and trash bins would be removed from the Project Area upon completion of access road or pipeline construction; following drilling and completion operations at an individual well pad; when worker housing is no longer needed; or as required.
  - l. A flare pit may be constructed a minimum of 110' from the wellhead(s) and may be used during completion work. In the event a flare pit proves to be unworkable, a temporary flare stack or open top tank would be installed. BBC would flow back as much fluid and gas as possible into pressurized vessels, separating the fluids from the gas. In some instances, due to the completion fluids utilized within the Project Area, it is not feasible to direct the flow stream from the wellbore through pressurized vessels. In such instances BBC proposes to direct the flow to the open top tanks until flow through the pressurized vessels is feasible. At which point the fluid would either be returned to the reserve pit or placed into a tank(s). The gas would be directed to the flare pit, flare stack (each with a constant source of ignition), or may be directed into the sales pipeline.
  - m. Hydrocarbons would be removed from the reserve pit would as soon as practical. In the event immediate removal is not practical, the reserve pit would be flagged overhead or covered with wire or plastic mesh to protect migrating birds.
- 8. Ancillary Facilities:
  - a. Garbage containers and portable toilets would be located on the well pad.
  - b. On well pads where active drilling and completion is occurring, temporary housing would be provided on location for the well pad supervisor, geologist, tool pusher, and others that are required to be on location at all times. The well pad could include up to five single wide mobile homes or fifth wheel campers/trailers.
  - c. A surface powerline corridor is not proposed at this time but may be proposed in the future when infrastructure becomes available.
- 9. Well Site Layout:
  - a. The well would be properly identified in accordance with 43 CFR 3162.6.
  - b. The pad layout, cross section diagrams and rig layout are enclosed (see Figures 1 and 2).
  - c. The pad and road designs are consistent with industry specifications.
  - d. The pad has been staked at its maximum size of 384 feet x 270 feet with an inboard reserve pit size of 235 feet x 70 feet x 8 feet deep. See section 12.d below for disturbance estimates.

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- e. Within the approved well pad location, a crawler tractor would strip whatever topsoil is present and stockpile it along the edge of the well pad for use during reclamation. Vegetation would be distributed along the sides of the well pad.
- f. Fill from pit excavation would be stockpiled along the edge of the pit and the adjacent edge of the well pad.
- g. Use of erosion control measures, including proper grading to minimize slopes, diversion terraces and ditches, mulching, terracing, riprap, fiber matting, temporary sediment traps, and broad-based drainage dips or low water crossings would be employed by BBC as necessary and appropriate to minimize erosion and surface runoff during well pad construction and operation. Cut and fill slopes would be constructed such that stability would be maintained for the life of the activity.
- h. All cut and fill slopes would be such that stability can be maintained for the life of the activity.
- i. Diversion ditches would be constructed, if necessary, around the well site to prevent surface waters from entering the well site area.
- j. Water application may be implemented if necessary to minimize the amount of fugitive dust.
- k. All surface disturbing activities would be supervised by a qualified, responsible company representative who is aware of the terms and conditions of the APD and specifications in the approved plans.

10. Plan for Restoration of the Surface:

- a. A site specific reclamation plan would be submitted, if requested, within 90 days of location construction to the surface managing agency.
- b. Site reclamation would be accomplished for portions of the well pad not required for the continued operation of the well on this pad within six months of completion, weather permitting.
- c. The operator would control noxious weeds along access road use authorizations and well site by spraying or mechanical removal, according to the Utah Noxious Weed Act and as set forth in the approved surface damage agreements.
- d. Rat and mouse holes would be filled and compacted from bottom to top immediately upon release of the drilling rig from location. Upon well completion, any hydrocarbons in the pit shall be removed in accordance with 43 CFR 3162.7-1. The reserve pit would be allowed to dry prior to the commencement of backfilling work. No attempts would be made to backfill the reserve pit until it is free of standing water. Once dry, the liner would be torn and perforated before backfilling.

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- e. The reserve pit and that portion of the location not needed for production facilities/operations would be recontoured to the approximate natural contours. Areas not used for production purposes would be backfilled and blended into the surrounding terrain, reseeded and erosion control measures installed. Mulching, erosion control measures and fertilization may be required to achieve acceptable stabilization. Back slopes and fore slopes would be reduced as practical and scarified with the contour. The reserved topsoil would be evenly distributed over the slopes and scarified along the contour. Slopes would be seeded with the landowner specified seed mix.
- f. Topsoil salvaged from the drill site and stored for more than one year would be placed at the location indicated on the well site layout drawing and graded to a depth optimum to maintain topsoil viability, seeded with the landowner prescribed seed mixture and covered with mulch for protection from wind and water erosion and to discourage the invasion of weeds.

11. Surface and Mineral Ownership:

- a. Surface ownership –
  - Pad and segment of the access and pipeline corridor: Utah Division of Wildlife Resources (Approval Attached)
  - Remaining segment of the access and pipeline corridor: Maurice W. & Helen M. Anthony (Surface Owner Agreement Attached)
- b. Mineral ownership – Ute Indian Tribe - 988 South 7500 East; Ft. Duchesne, Utah 84026; 435-725-4982.

12. Other Information:

- a. Montgomery Archeological Consultants has conducted a Class III archeological survey. A copy of the report has been submitted under separate cover to the appropriate agencies by Montgomery as report 11-247 dated September 29, 2011.
- b. BBC would require that their personnel, contractors, and subcontractors to comply with Federal regulations intended to protect archeological and cultural resources.
- c. Project personnel and contractors would be educated on and subject to the following requirements:
  - No dogs or firearms within the Project Area.
  - No littering within the Project Area.
  - Smoking within the Project Area would only be allowed in off-operator active locations or in specifically designated smoking areas. All cigarette butts would be placed in appropriate containers and not thrown on the

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ground or out windows of vehicles; personnel and contractors would abide by all fire restriction orders.

- Campfires or uncontained fires of any kind would be prohibited.
- Portable generators used in the Project Area would have spark arrestors.

d. Disturbance estimates:

**Approximate Acreage Disturbances**

Well Pad		3.306	acres
Access	914 feet	0.608	acres
Pipeline	907 feet	0.605	acres

<b>Total</b>	<b>4.519</b>	<b>acres</b>
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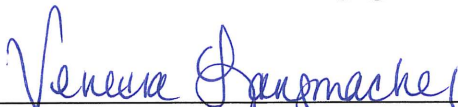
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Duchesne County, UT

OPERATOR CERTIFICATION

Certification:

I hereby certify that I, or someone under my direction supervision, have inspected the drill site and access route proposed herein; that I am familiar with the conditions which currently exist; that I have full knowledge of state and Federal laws applicable to this operation; that the statements made in this APD package are, to the best of my knowledge, true and correct; and that the work associated with the operations proposed herein would be performed in conformity with this APD package and the terms and conditions under which it is approved. I also certify that I, or the company I represent, am responsible for the operations conducted under this application and that bond coverage is provided under Bill Barrett Corporations federal nationwide bond. These statements are subject to the provisions of 18 U.S.C. 1001 for the filings of false statements.

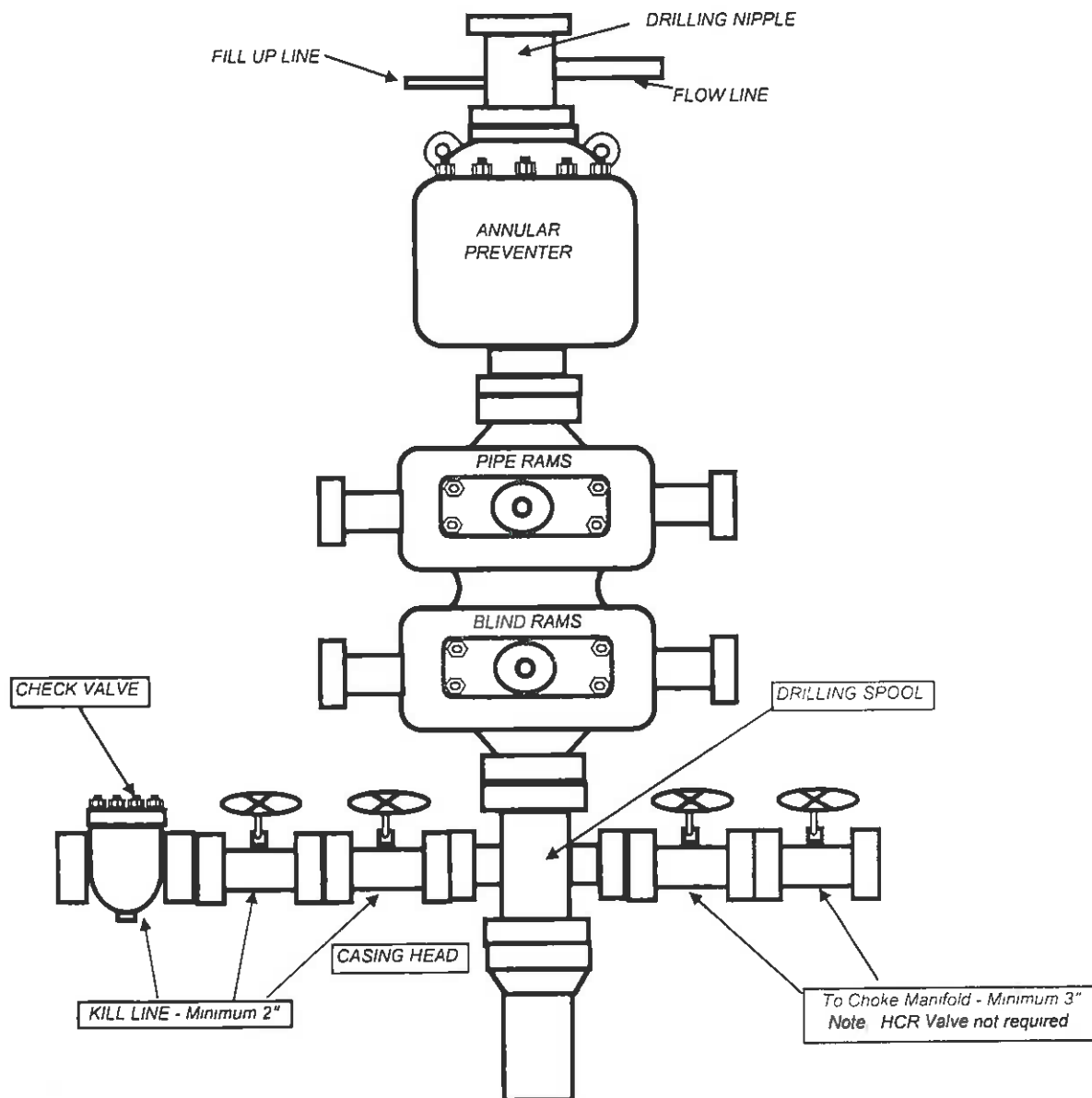
Executed this 10<sup>th</sup> day of May 2012  
Name: Venessa Langmacher  
Position Title: Senior Permit Analyst  
Address: 1099 18<sup>th</sup> Street, Suite 2300, Denver, CO 80202  
Telephone: 303-312-8172  
E-mail: vlangmacher@billbarrettcorp.com  
Field Representative Kary Eldredge / Bill Barrett Corporation  
Address: 1820 W. Highway 40, Roosevelt, UT 84066  
Telephone: 435-725-3515 (office); 435-724-6789 (mobile)  
E-mail: keldredge@billbarrettcorp.com

  
\_\_\_\_\_  
Venessa Langmacher, Senior Permit Analyst



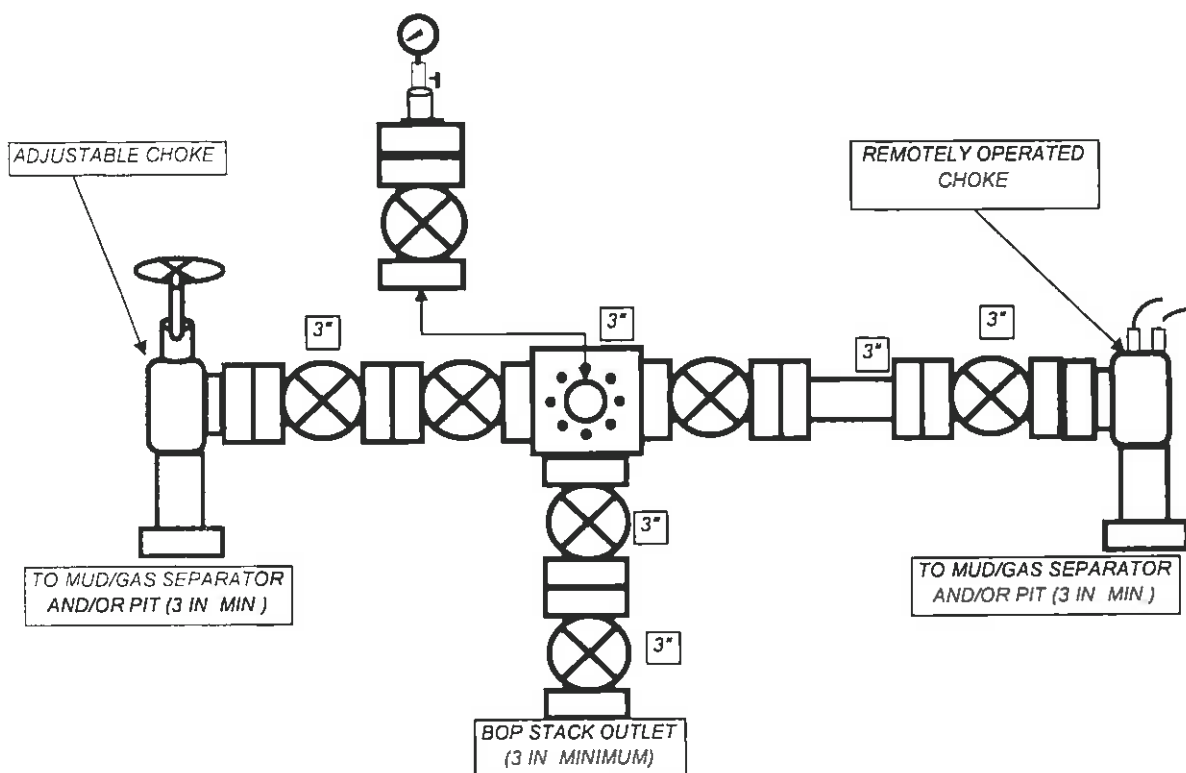
## BILL BARRETT CORPORATION

### TYPICAL 5,000 p.s.i. BLOWOUT PREVENTER



# BILL BARRETT CORPORATION

## TYPICAL 5,000 p.s.i. CHOKE MANIFOLD





August 3, 2012

Ms. Diana Mason – Petroleum Technician  
**STATE OF UTAH DIVISION OF OIL, GAS AND MINING**  
1594 West North Temple, Suite 1210  
P. O. Box 145801  
Salt Lake City, Utah 84114-5801

Re: **Exception Location –LC Tribal #16-34D-46 – Lake Canyon Area**  
Surface Location: 167' FSL & 673' FEL, SESE, 34-T4S-R6W, USB&M  
Bottom Location: 810' FSL & 810' FEL, SESE, 34-T4S-R6W, USB&M  
Duchesne County, Utah

Dear Ms. Mason,

Bill Barrett Corporation ("BBC") hereby submits an exception location letter in accordance with Oil & Gas Conservation Order #139-87, requesting an exception well location, supported by the following information:

- The location is within our Lake Canyon Area.
- BBC is requesting an exception to Spacing Order #139-87 by drilling multiple well bores from a single well pad where the horizontal wellbore will strictly produce hydrocarbons from the Uteland Butte formation and the other vertical wellbore will produce from formations excluding the Uteland Butte. This well configuration results in the wellbores being closer than the 1,320 feet allowed by spacing order.
- This will allow for a more efficient drainage of the reservoir formation being targeted.
- The exception location is due to topography requirements and to minimize surface disturbance.
- BBC certifies that it is the working interest owner along with Ute Energy Upstream Holding, LLC and Berry Petroleum Company (who also consent to this exception location request), and together we own 100% of the working interest within 460 feet of the proposed well location.
- Our rights are owned under an Exploration and Development Agreement with the Ute Indian Tribe and Ute Distribution Corporation which provides for the drilling of exploratory wells. This agreement provides that we consult with these owners regarding the drilling of this well.

Based on the information provided, BBC requests the Division grant this exception to the locating, siting and spacing requirements of Order #139-87. Should you have any questions or need further information, please contact me at 303-312-8544.

Sincerely,

David Watts  
Landman

1099 18<sup>TH</sup> STREET  
SUITE 2300  
DENVER, CO 80202  
P 303.293.9100  
F 303.291.0420

**RECEIVED:** May 24, 2012

## BILL BARRETT CORPORATION

## LOCATION LAYOUT FOR

LC TRIBAL #13H-34-46 & #16-34D-46  
SECTION 34, T4S, R6W, U.S.B.&M.  
SE 1/4 SE 1/4

FIGURE #1

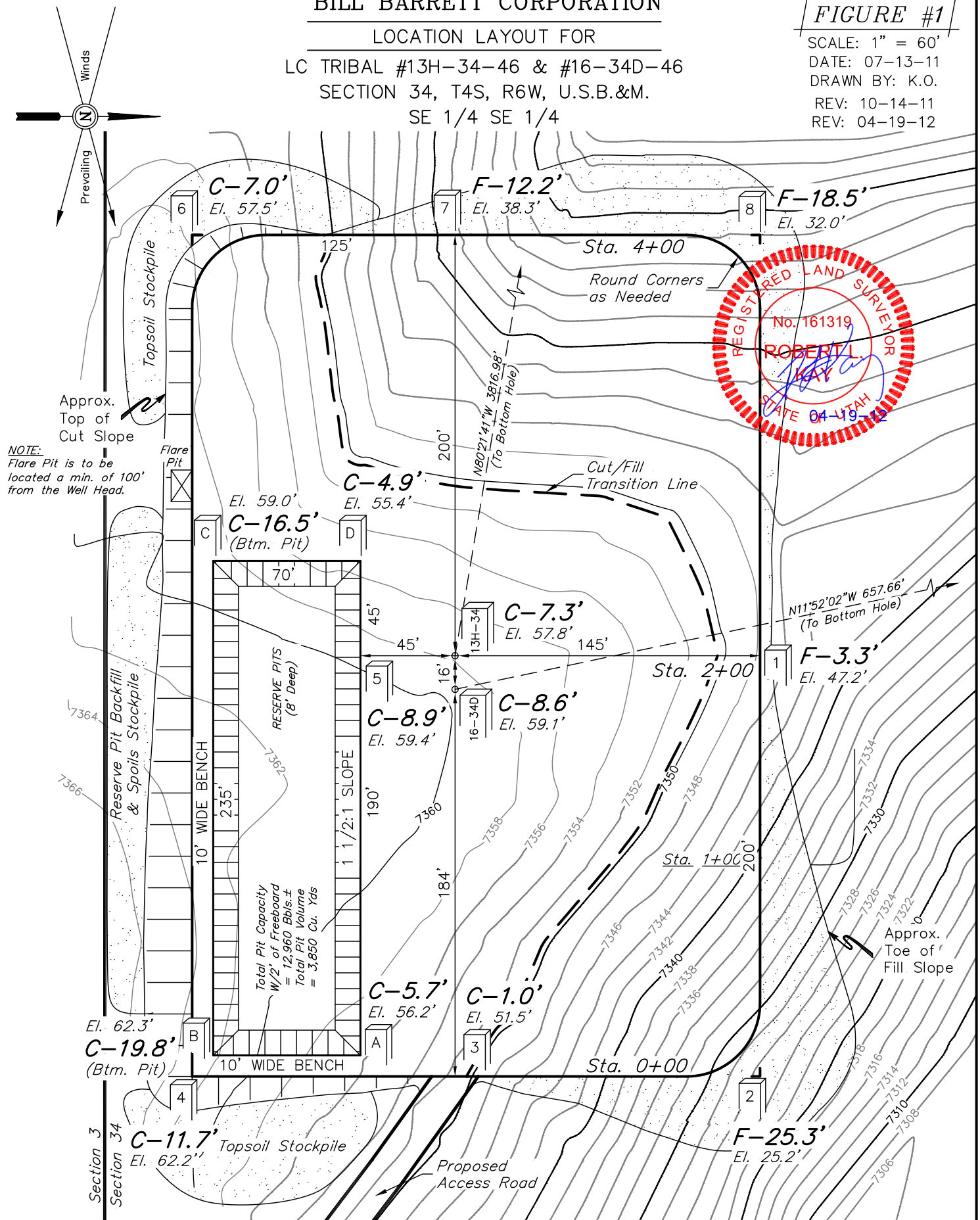
SCALE: 1" = 60'

DATE: 07-13-11

DRAWN BY: K.O.

REV: 10-14-11

REV: 04-19-12



Elev. Ungraded Ground At #13H-34 Loc. Stake = 7357.8'  
FINISHED GRADE ELEV. AT #13H-34 LOC. STAKE = 7350.5'

UINTAH ENGINEERING & LAND SURVEYING  
85 So. 200 East \* Vernal, Utah 84078 \* (435) 789-1017

RECEIVED: May 24, 2012

**BILL BARRETT CORPORATION****TYPICAL CROSS SECTIONS FOR**

LC TRIBAL #13H-34-46 &amp; #16-34D-46

SECTION 34, T4S, R6W, U.S.B.&amp;M.

SE 1/4 SE 1/4

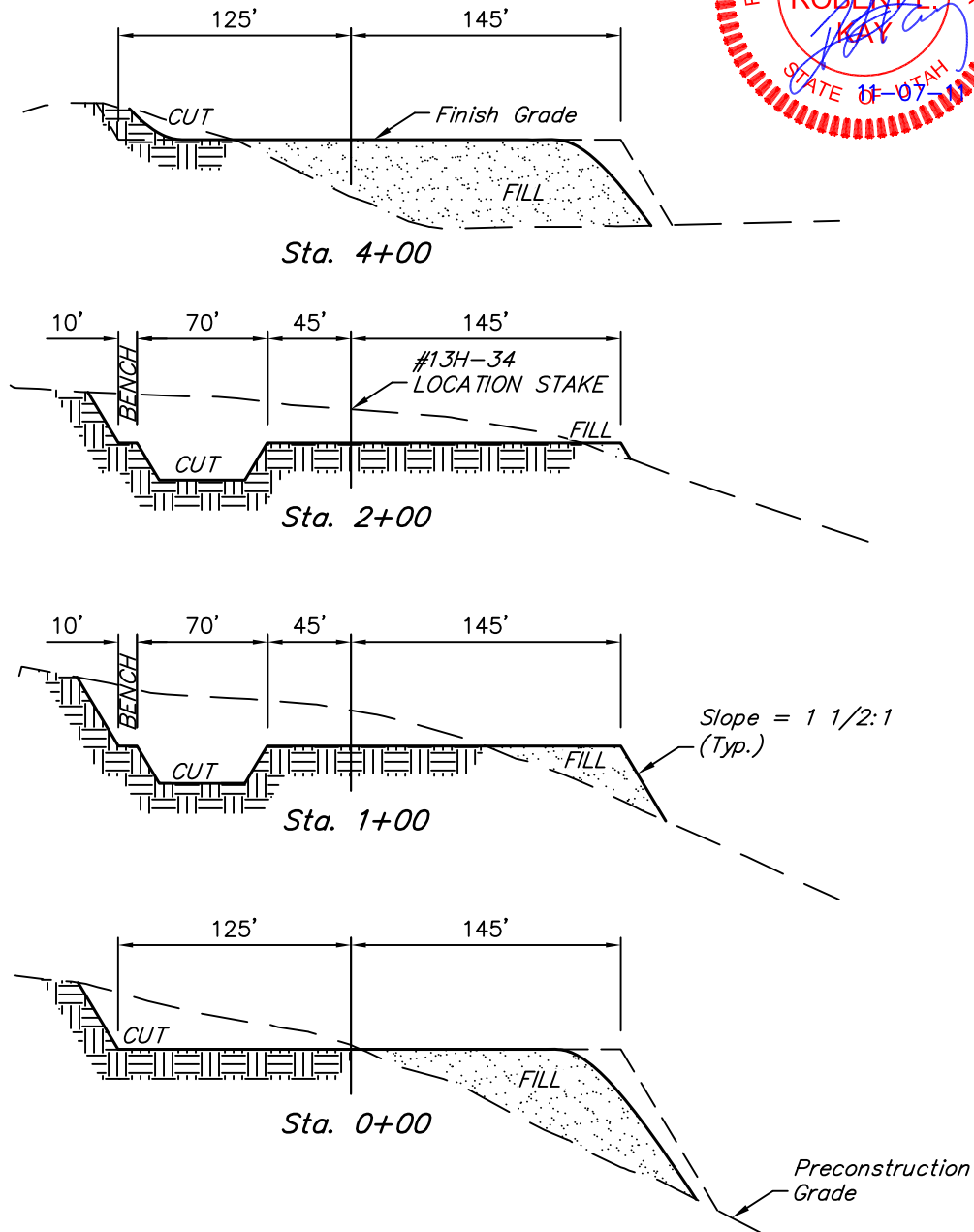
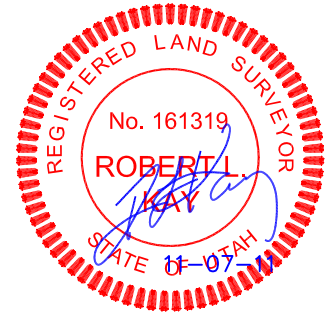
**FIGURE #2**

1" = 40'  
X-Section  
Scale  
1" = 100'

DATE: 07-13-11

DRAWN BY: K.O.

REV: 10-14-11

**NOTE:**

Topsoil should not be  
Stripped Below Finished  
Grade on Substructure Area.

**\* NOTE:**  
FILL QUANTITY INCLUDES  
5% FOR COMPACTION

**APPROXIMATE YARDAGES**

(6") Topsoil Stripping = 2,590 Cu. Yds.  
Remaining Location = 19,650 Cu. Yds.  
**TOTAL CUT = 22,240 CU.YDS.**  
**FILL = 17,720 CU.YDS.**

EXCESS MATERIAL = 4,520 Cu. Yds.  
Topsoil & Pit Backfill = 4,520 Cu. Yds.  
(1/2 Pit Vol.)  
EXCESS UNBALANCE = 0 Cu. Yds.  
(After Interim Rehabilitation)

**UINTAH ENGINEERING & LAND SURVEYING**  
85 So. 200 East \* Vernal, Utah 84078 \* (435) 789-1017

**RECEIVED:** May 24, 2012



**BILL BARRETT CORPORATION****TYPICAL RIG LAYOUT FOR**

LC TRIBAL #13H-34-46 & #16-34D-46  
SECTION 34, T4S, R6W, U.S.B.&M.  
SE 1/4 SE 1/4

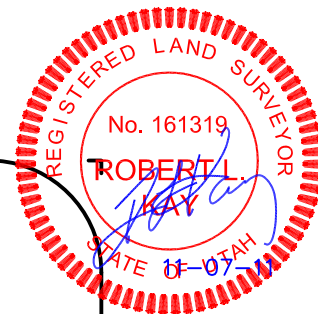
**FIGURE #3**

SCALE: 1" = 60'

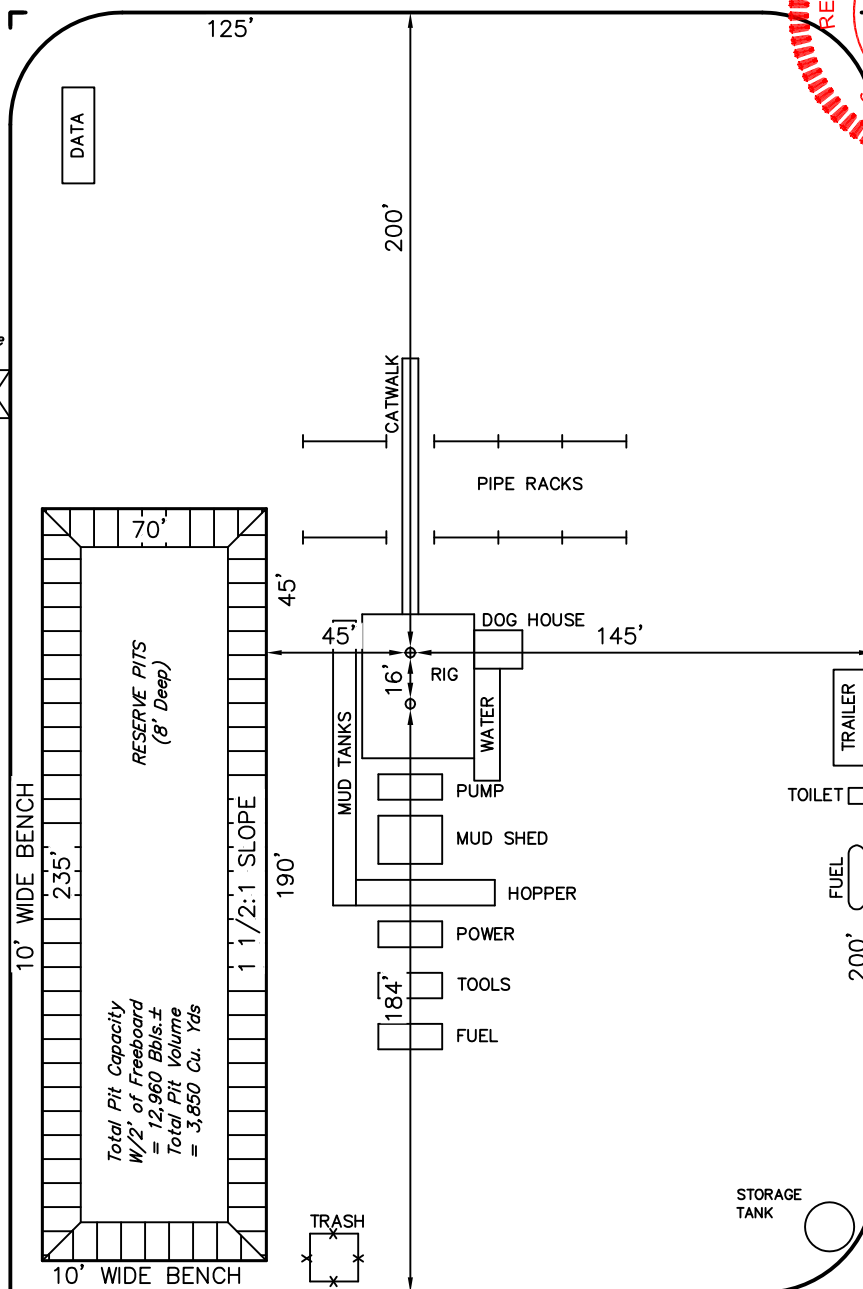
DATE: 07-13-11

DRAWN BY: K.O.

REV: 10-14-11



NOTE:  
Flare Pit is to be  
located a min. of 100'  
from the Well Head.

**UINTAH ENGINEERING & LAND SURVEYING**

85 So. 200 East \* Vernal, Utah 84078 \* (435) 789-1017

**RECEIVED:** May 24, 2012

**BILL BARRETT CORPORATION****INTERIM RECLAMATION PLAN FOR**

LC TRIBAL #13H-34-46 &amp; #16-34D-46

SECTION 34, T4S, R6W, U.S.B.&amp;M.

SE 1/4 SE 1/4

**FIGURE #4**

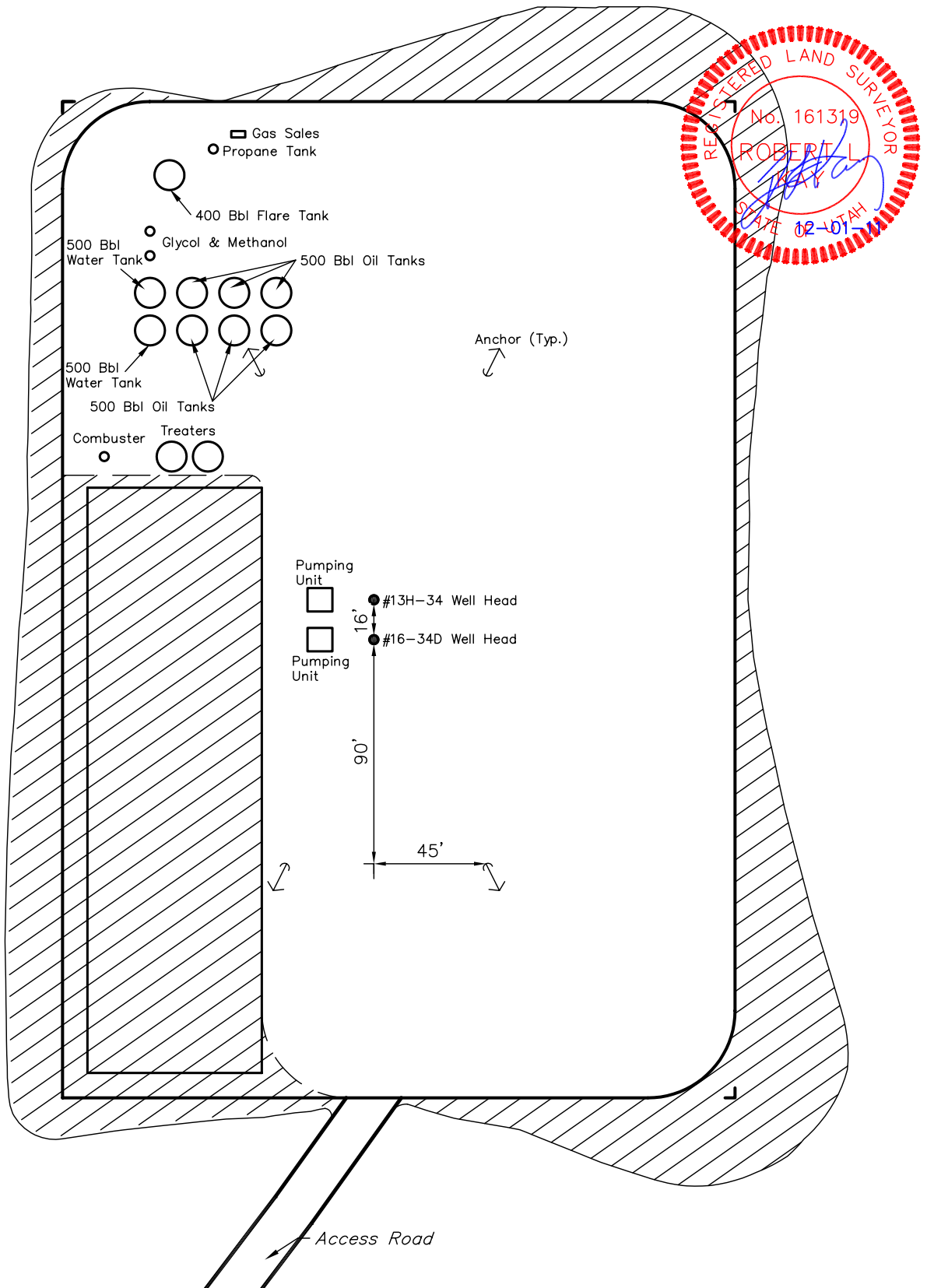
SCALE: 1" = 60'

DATE: 07-13-11

DRAWN BY: K.O.

REV: 10-14-11

REV: 12-01-11 J.I.

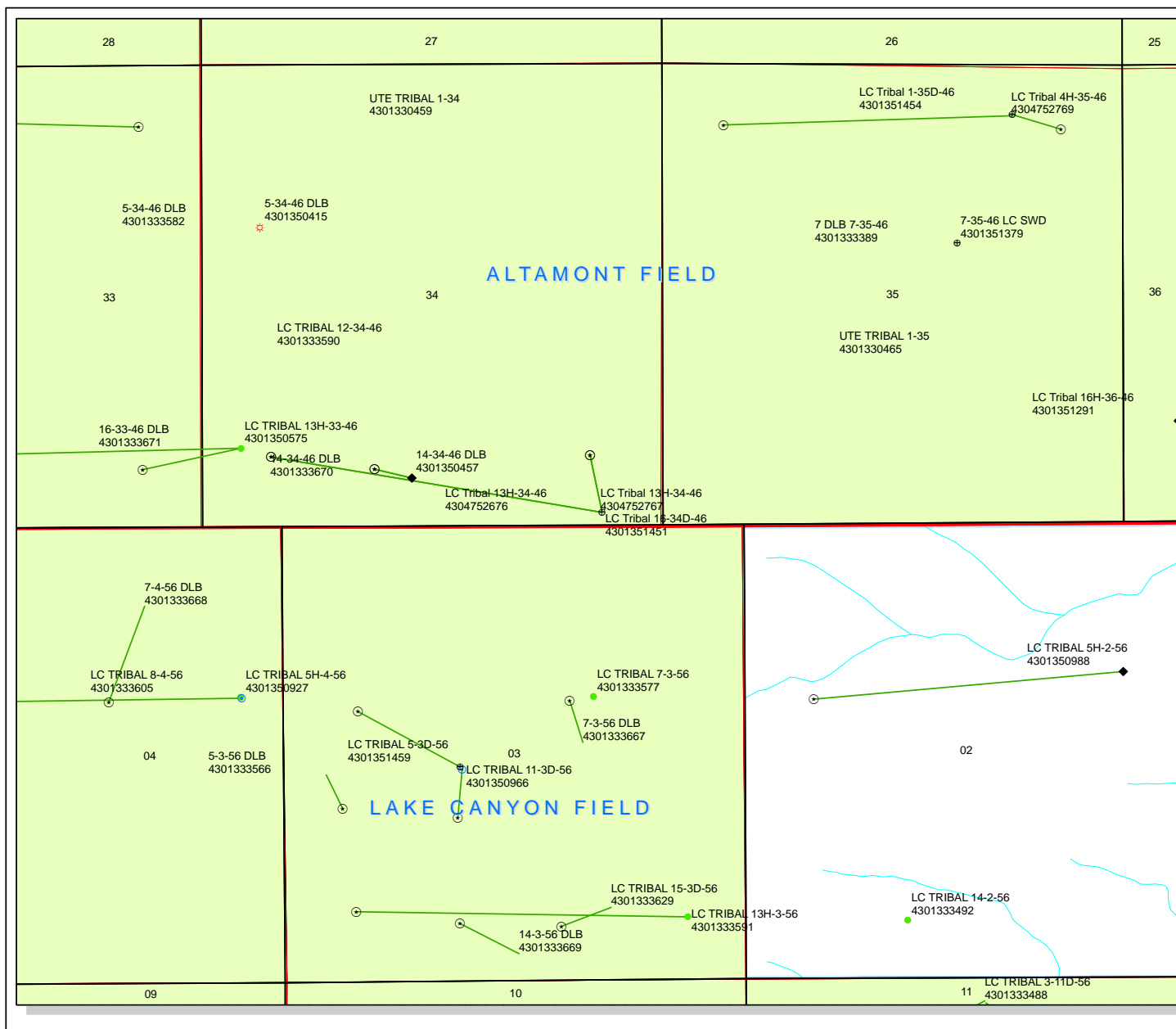


INTERIM RECLAMATION

APPROXIMATE ACREAGES  
 UN-RECLAIMED = ± 1.757 ACRES

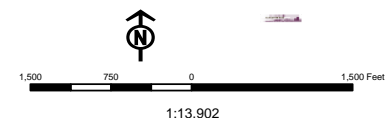
**UINTAH ENGINEERING & LAND SURVEYING**  
 85 So. 200 East \* Vernal, Utah 84078 \* (435) 789-1017

RECEIVED: May 24, 2012



**API Number: 4301351451**  
**Well Name: LC Tribal 16-34D-46**  
**Township T0.4 . Range R0.6 . Section 34**  
**Meridian: UBM**  
**Operator: BILL BARRETT CORP**  
 Map Prepared:  
 Map Produced by Diana Mason

- |               |                                    |
|---------------|------------------------------------|
| <b>Units</b>  | <b>Wells Query</b>                 |
| <b>STATUS</b> | <b>Status</b>                      |
| ACTIVE        | APD - Approved Permit              |
| EXPLORATORY   | DRL - Spudded (Drilling Commenced) |
| GAS STORAGE   | GIW - Gas Injection                |
| NF PP OIL     | GS - Gas Storage                   |
| NF SECONDARY  | LOC - New Location                 |
| PI OIL        | OPS - Operation Suspended          |
| PP GAS        | PA - Plugged Abandoned             |
| PP GEOTHERML  | PGW - Producing Gas Well           |
| PP OIL        | POW - Producing Oil Well           |
| SECONDARY     | SGW - Shut-in Gas Well             |
| TERMINATED    | SOW - Shut-in Oil Well             |
| <b>Fields</b> | TA - Temp. Abandoned               |
| <b>STATUS</b> | TW - Test Well                     |
| ABANDONED     | WDW - Water Disposal               |
| ACTIVE        | WW - Water Injection Well          |
| COMBINED      | WSW - Water Supply Well            |
| INACTIVE      |                                    |
| STORAGE       |                                    |
| TERMINATED    |                                    |



# **ON-SITE PREDRILL EVALUATION**

## **Utah Division of Oil, Gas and Mining**

**Operator** BILL BARRETT CORP  
**Well Name** LC Tribal 16-34D-46  
**API Number** 43013514510000      **APD No** 6055    **Field/Unit** ALTAMONT  
**Location: 1/4,1/4** SESE    **Sec** 34    **Tw** 4.0S    **Rng** 6.0W    167    FSL    673    FEL  
**GPS Coord (UTM)** 538784    4436323      **Surface Owner**

### **Participants**

Trevor Anderson (UELS), Kary Eldredge (BBC), Don Hamilton, James Hereford (BLM), Keith Montgomery (Archeologist), Matt Serfustinni (EIS), Ben Williams and Alex Hansen (DWR)

### **Regional/Local Setting & Topography**

This location sits near the top of a hill and slopes steeply off to the east and north west. . The location sits near the top of the divide between Skitz Canyon and Indian Canyon near the head of Skitz Canyon. Drainage is toward Starvation Reservoir approximately 5.5 miles to the north.

### **Surface Use Plan**

**Current Surface Use**  
Wildlfe Habitat

<b>New Road Miles</b>	<b>Well Pad</b>	<b>Src Const Material</b>	<b>Surface Formation</b>
0.17	<b>Width 270    Length 400</b>	Onsite	UNTA

**Ancillary Facilities** N

**Waste Management Plan Adequate?** Y

### **Environmental Parameters**

**Affected Floodplains and/or Wetlands** N

#### **Flora / Fauna**

This site supports limited use of large game animals such as deer and elk.  
Sparse grasses, thick pinion and juniper

#### **Soil Type and Characteristics**

Loamy top soil covered with fractured shale fragments

**Erosion Issues** N

**Sedimentation Issues** N

**Site Stability Issues** N

**Drainage Diverson Required?** N

**Berm Required?** N

**Erosion Sedimentation Control Required? N****Paleo Survey Run? Y    Paleo Potential Observed? N    Cultural Survey Run? Y    Cultural Resources? N****Reserve Pit**

<b>Site-Specific Factors</b>		<b>Site Ranking</b>
<b>Distance to Groundwater (feet)</b>	>200	0
<b>Distance to Surface Water (feet)</b>	>1000	0
<b>Dist. Nearest Municipal Well (ft)</b>	>5280	0
<b>Distance to Other Wells (feet)</b>		20
<b>Native Soil Type</b>	Mod permeability	10
<b>Fluid Type</b>	TDS>5000 and	10
<b>Drill Cuttings</b>	Normal Rock	0
<b>Annual Precipitation (inches)</b>	10 to 20	5
<b>Affected Populations</b>		
<b>Presence Nearby Utility Conduits</b>	Not Present	0
	<b>Final Score</b>	45    1 Sensitivity Level

**Characteristics / Requirements**

The reserve pit as proposed is 235' x 70' 8' deep and is placed in a cut stable location. BBC typically uses a 16 mil liner and this will be adequate for this site.

**Closed Loop Mud Required? N    Liner Required? Y    Liner Thickness 16    Pit Underlayment Required? Y****Other Observations / Comments**

This 2 well pad is for the LC Tribal 13H-34-46 and 16-34D-46

Richard Powell  
Evaluator

4/17/2012  
Date / Time

# Application for Permit to Drill

## Statement of Basis

### Utah Division of Oil, Gas and Mining

<b>APD No</b>	<b>API WellNo</b>	<b>Status</b>	<b>Well Type</b>	<b>Surf Owner</b>	<b>CBM</b>
6055	43013514510000	LOCKED	OW	S	No
<b>Operator</b>	BILL BARRETT CORP		<b>Surface Owner-APD</b>		
<b>Well Name</b>	LC Tribal 16-34D-46		<b>Unit</b>		
<b>Field</b>	ALTAMONT		<b>Type of Work</b>	DRILL	
<b>Location</b>	SESE 34 4S 6W U 167 FSL 673 FEL GPS Coord (UTM) 539020E 4437055N				

#### Geologic Statement of Basis

The mineral rights for the proposed well are owned by the Ute Tribe. The BLM will be the agency responsible for evaluating and approving the drilling, casing and cement programs.

Brad Hill  
**APD Evaluator**

7/3/2012  
**Date / Time**

#### Surface Statement of Basis

This onsite inspection was scheduled by James Hereford of the BLM along with Bill Barrett Corporation. The surface owner is the Utah DWR. Ben Williams and Alex Hansen of the DWR were both in attendance. During the onsite inspection Mr. Williams stated that the DWR is satisfied with the placement of the location and was allowed opportunity for comment during the staking of the well. Kary Eldredge of Bill Barrett stated that a 16 mil liner will be used and this appears adequate for this site.

Richard Powell  
**Onsite Evaluator**

4/17/2012  
**Date / Time**

#### Conditions of Approval / Application for Permit to Drill

<b>Category</b>	<b>Condition</b>
Pits	A synthetic liner with a minimum thickness of 16 mils with a felt subliner shall be properly installed and maintained in the reserve pit.
Surface	The reserve pit shall be fenced upon completion of drilling operations.
Surface	Drainages adjacent to the proposed pad shall be diverted around the location.



## WORKSHEET APPLICATION FOR PERMIT TO DRILL

APD RECEIVED: 5/24/2012

API NO. ASSIGNED: 43013514510000

WELL NAME: LC Tribal 16-34D-46

OPERATOR: BILL BARRETT CORP (N2165)

PHONE NUMBER: 303 312-8172

CONTACT: Venessa Langmacher

PROPOSED LOCATION: SESE 34 040S 060W

Permit Tech Review: ☒

SURFACE: 0167 FSL 0673 FEL

Engineering Review: ☐

BOTTOM: 0810 FSL 0810 FEL

Geology Review: ☒

COUNTY: DUCHESNE

LATITUDE: 40.08287

LONGITUDE: -110.54233

UTM SURF EASTINGS: 539020.00

NORTHINGS: 4437055.00

FIELD NAME: ALTAMONT

LEASE TYPE: 2 - Indian

LEASE NUMBER: 1420H626305

PROPOSED PRODUCING FORMATION(S): GREEN RIVER-WASATCH

SURFACE OWNER: 3 - State

COALBED METHANE: NO

## RECEIVED AND/OR REVIEWED:

## LOCATION AND SITING:

☒ PLAT☐ R649-2-3.☒ Bond: INDIAN - LPM8874725

Unit:

☐ Potash☐ R649-3-2. General☐ Oil Shale 190-5☐ Oil Shale 190-3☐ R649-3-3. Exception☐ Oil Shale 190-13☒ Drilling Unit☒ Water Permit: 43-180

Board Cause No: Cause 139-87

☐ RDCC Review:

Effective Date: 12/6/2011

☒ Fee Surface Agreement

Siting: 4 Prod LGRRV-WSTC Per Sectional Drilling Units

☐ Intent to Commingle☒ R649-3-11. Directional Drill

Commingle Approved

Comments: Presite Completed  
SURF OWNER DWR:Stipulations: 2 - Surface Agreement Exception - bhill  
4 - Federal Approval - dmason  
5 - Statement of Basis - bhill  
15 - Directional - dmason

RECEIVED: August 08, 2012



GARY R. HERBERT  
Governor

GREGORY S. BELL  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

### Division of Oil, Gas and Mining

JOHN R. BAZA  
Division Director

## Permit To Drill

\*\*\*\*\*

**Well Name:** LC Tribal 16-34D-46

**API Well Number:** 43013514510000

**Lease Number:** 1420H626305

**Surface Owner:** STATE

**Approval Date:** 8/8/2012

### Issued to:

BILL BARRETT CORP, 1099 18th Street Ste 2300, Denver, CO 80202

### Authority:

Pursuant to Utah Code Ann. 40-6-1 et seq., and Utah Administrative Code R649-3-1 et seq., the Utah Division of Oil, Gas and Mining issues conditions of approval, and permit to drill the listed well. This permit is issued in accordance with the requirements of Cause 139-87. The expected producing formation or pool is the GREEN RIVER-WASATCH Formation(s), completion into any other zones will require filing a Sundry Notice (Form 9). Completion and commingling of more than one pool will require approval in accordance with R649-3-22.

### Duration:

This approval shall expire one year from the above date unless substantial and continuous operation is underway, or a request for extension is made prior to the expiration date

### Exception Location:

In accordance with Rule R649-3-34(9), the Division of Oil, Gas and Mining shall establish minimum wellsite restoration requirements for this well. Prior to plugging and abandonment of this well, the operator shall notify the Division and allow the Division to establish such minimum wellsite restoration requirements in advance of the operator commencing plugging and abandonment operations.

### General:

Compliance with the requirements of Utah Admin. R. 649-1 et seq., the Oil and Gas Conservation General Rules, and the applicable terms and provisions of the approved Application for permit to drill.

### Conditions of Approval:

In accordance with Utah Admin. R.649-3-11, Directional Drilling, the operator shall submit a complete angular deviation and directional survey report to the Division within 30 days following completion of the well.

State approval of this well does not supercede the required federal approval, which must be obtained prior to drilling.

Compliance with the Conditions of Approval/Application for Permit to Drill

outlined in the Statement of Basis (copy attached).

**Notification Requirements:**

The operator is required to notify the Division of Oil, Gas and Mining of the following actions during drilling of this well:

- Within 24 hours following the spudding of the well - contact Carol Daniels at 801-538-5284

(please leave a voicemail message if not available)

OR

submit an electronic sundry notice (pre-registration required) via the Utah Oil & Gas website

at <http://oilgas.ogm.utah.gov>

**Reporting Requirements:**

All reports, forms and submittals as required by the Utah Oil and Gas Conservation General Rules will be promptly filed with the Division of Oil, Gas and Mining, including but not limited to:

- Entity Action Form (Form 6) - due within 5 days of spudding the well
- Monthly Status Report (Form 9) - due by 5th day of the following calendar month
- Requests to Change Plans (Form 9) - due prior to implementation
- Written Notice of Emergency Changes (Form 9) - due within 5 days
- Notice of Operations Suspension or Resumption (Form 9) - due prior to implementation
- Report of Water Encountered (Form 7) - due within 30 days after completion
- Well Completion Report (Form 8) - due within 30 days after completion or plugging

**Approved By:**

A handwritten signature in black ink, appearing to read "John Rogers", written over a horizontal line.

For John Rogers  
Associate Director, Oil & Gas

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

RECEIVED

MAY 21 2012

FORM APPROVED  
OMB No. 1004-0136  
Expires July 31, 2010

## APPLICATION FOR PERMIT TO DRILL OR REENTER

BLM

1a. Type of Work: <input checked="" type="checkbox"/> DRILL <input type="checkbox"/> REENTER		5. Lease Serial No. 1420H626305
1b. Type of Well: <input checked="" type="checkbox"/> Oil Well <input type="checkbox"/> Gas Well <input type="checkbox"/> Other <input type="checkbox"/> Single Zone <input checked="" type="checkbox"/> Multiple Zone		6. If Indian, Allottee or Tribe Name
2. Name of Operator BILL BARRETT CORPORATION		7. If Unit or CA Agreement, Name and No.
Contact: VENESSA LANGMACHER E-Mail: vlangmacher@billbarrettcorp.com		8. Lease Name and Well No. LC TRIBAL 16-34D-46
3a. Address 1099 18TH STREET SUITE 2300 DENVER, CO 80202	3b. Phone No. (include area code) Ph: 303-312-8172 Fx: 303-291-0420	9. API Well No. 43-013-51451
4. Location of Well (Report location clearly and in accordance with any State requirements. *) At surface SESE 167FSL 673FEL 40.082969 N Lat, 110.542189 W Lon At proposed prod. zone SESE 810FSL 810FEL 40.084733 N Lat, 110.542678 W Lon		10. Field and Pool, or Exploratory ALTAMONT
14. Distance in miles and direction from nearest town or post office* 16.6 MILES SOUTHWEST OF DUCHESNE, UT		11. Sec., T., R., M., or Blk. and Survey or Area Sec 34 T4S R6W Mer UBM
15. Distance from proposed location to nearest property or lease line, ft. (Also to nearest drig. unit line, if any) 810' (BOTTOM HOLE)	16. No. of Acres in Lease 640.00	12. County or Parish DUCHESNE
18. Distance from proposed location to nearest well, drilling, completed, applied for, on this lease, ft. 2756'	19. Proposed Depth 7347 MD 7256 TVD	13. State UT
21. Elevations (Show whether DF, KB, RT, GL, etc.) 7359 GL	22. Approximate date work will start 07/01/2012	17. Spacing Unit dedicated to this well 640.00
		20. BLM/BIA Bond No. on file LPM8874725
		23. Estimated duration 60 DAYS (D&C)

## 24. Attachments

The following, completed in accordance with the requirements of Onshore Oil and Gas Order No. 1, shall be attached to this form:

- |   |  |
|---|--|
| 1. Well plat certified by a registered surveyor.  | 4. Bond to cover the operations unless covered by an existing bond on file (see Item 20 above).    |
| 2. A Drilling Plan.   | 5. Operator certification  |
| 3. A Surface Use Plan (if the location is on National Forest System Lands, the SUPO shall be filed with the appropriate Forest Service Office). | 6. Such other site specific information and/or plans as may be required by the authorized officer. |

25. Signature (Electronic Submission)	Name (Printed/Typed) VENESSA LANGMACHER Ph: 303-312-8172	Date 05/10/2012
Title SENIOR PERMIT ANALYST		
Approved by (Signature) 	Name (Printed/Typed) Jerry Kenczka	Date SEP 19 2012
Title Assistant Field Manager Lands & Mineral Resources	Office VERNAL FIELD OFFICE	

Application approval does not warrant or certify the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.  
Conditions of approval, if any, are attached.

CONDITIONS OF APPROVAL ATTACHED

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Additional Operator Remarks (see next page)

Electronic Submission #137684 verified by the BLM Well Information System  
For BILL BARRETT CORPORATION, sent to the Vernal  
Committed to AFMSS for processing by LESLIE ROBINSON on 05/22/2012 ()

NOTICE OF APPROVAL

RECEIVED

OCT 09 2012

DIV. OF OIL, GAS &amp; MINING

UDOGM

\*\* OPERATOR-SUBMITTED \*\* OPERATOR-SUBMITTED \*\* OPERATOR-SUBMITTED \*\*

1255 1000AE NOS. 3/21/12.



UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
VERNAL FIELD OFFICE

170 South 500 East

VERNAL, UT 84078

(435) 781-4400



**CONDITIONS OF APPROVAL FOR APPLICATION FOR PERMIT TO DRILL**

Company: Bill Barrett Corporation  
Well No: LC Tribal 16-34D-46  
API No: 43-013-51451

Location: SESE, Sec. 34, T4S, R6W  
Lease No: 14-20-H62-6305  
Agreement: N/A

**OFFICE NUMBER: (435) 781-4400**

**OFFICE FAX NUMBER: (435) 781-3420**

**A COPY OF THESE CONDITIONS SHALL BE FURNISHED TO YOUR  
FIELD REPRESENTATIVE TO INSURE COMPLIANCE**

All lease and/or unit operations are to be conducted in such a manner that full compliance is made with the applicable laws, regulations (43 CFR Part 3160), and this approved Application for Permit to Drill including Surface and Downhole Conditions of Approval. The operator is considered fully responsible for the actions of his subcontractors. A copy of the approved APD must be on location during construction, drilling, and completion operations. **This permit is approved for a two (2) year period, or until lease expiration, whichever occurs first. An additional extension, up to two (2) years, may be applied for by sundry notice prior to expiration.**

**NOTIFICATION REQUIREMENTS**

Construction Activity (Notify Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist)	- The Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist shall be notified at least 48 hours in advance of any construction activity. The Ute Tribal office is open Monday through Thursday.
Construction Completion (Notify Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist)	- Upon completion of the pertinent APD/ROW construction, notify the Ute Tribe Energy & Minerals Dept. for a Tribal Technician to verify the Affidavit of Completion. Notify the BLM Environmental Scientist prior to moving on the drilling rig.
Spud Notice (Notify BLM Petroleum Engineer)	- Twenty-Four (24) hours prior to spudding the well.
Casing String & Cementing (Notify BLM Supv. Petroleum Tech.)	- Twenty-Four (24) hours prior to running casing and cementing all casing strings to: <a href="mailto:blm_ut_vn_opreport@blm.gov">blm_ut_vn_opreport@blm.gov</a> .
BOP & Related Equipment Tests (Notify BLM Supv. Petroleum Tech.)	- Twenty-Four (24) hours prior to initiating pressure tests.
First Production Notice (Notify BLM Petroleum Engineer)	- Within Five (5) business days after new well begins or production resumes after well has been off production for more than ninety (90) days.

***SURFACE USE PROGRAM  
CONDITIONS OF APPROVAL (COAs)***

- Any deviation of submitted APD's, which includes BBCs surface use plan, and ROW applications the operator will notify the BLM in writing and will receive written authorization of any such change with appropriate authorization.
- The operator will implement "Safety and Emergency Plan." The operator's safety director will ensure its compliance.
- All operator employees and/or authorized personnel (sub-contractors) in the field will have approved applicable Easement Agreements from the UDWR, APD's, COAs, and ROW permits/authorizations on their person(s) during all phases of construction.
- Additional mitigation measures in Easement Agreement (Duch-1110EA-0232) issued by the UDWR shall be followed and implemented onsite during all phases of work.
- All vehicular traffic, personnel movement, construction/restoration operations shall be confined to the area examined and approved, and to the existing roadways and/or evaluated access routes.
- Topsoil will be placed to corners 6 & 7 and 3 & 4 to minimize topsoil losses due to erosional forces.
- Corners 2 & 8 will be rounded off more to help reduce the amount of fill on those corners.
- Wintering big restrictions are in place on this location from December 1<sup>st</sup> to April 15<sup>th</sup>.
- Wood shall be saved per the surface owner's recommendations piled up around well pad and along access roads. Wood from the locations can also be used for reclamation purposes and habitat improvements.
- Noxious weeds will be treated, monitored, and controlled along both the access road, pipeline route, and on the well pad itself.
- Minimal vegetation removal around the well pad to lessen the visual impact and to aid in re-vegetation efforts in the future.
- Insure topsoil stability on location and use topsoil for interim reclamation as soon as possible to maintain viability of topsoil resource.
- All above ground production facilities will be painted Beetle Green on all locations to help blend in with the surrounding habitat, unless otherwise directed by the UDWR.
- Roads shall be crown and ditched to divert any runoff from pooling on the road surface itself, this also aids in lessening erosion on the road and disturbed area. Wing ditches can be installed to also aid in controlling runoff from affecting the proposed road. These will be spaced to adequately catch any runoff along the ditches and aid in diverted water to the surrounding vegetation.



- The operator must conduct operations to minimize adverse effects to surface and subsurface resources, prevent unnecessary surface disturbance, and conform to currently available technologies and practices.
- Site reclamation will be accomplished for portions of the well pad not needed for production, within 6 months of completion, weather permitting. This also includes any roads, and pipeline areas that have been disturbed as well. Roads and pipeline disturbances can undergo reclamation immediately after the pipeline is installed and after the roads are built. Please contact UDWR or the BLM for possible seed mixes to use in the project area. Seeds shall be planted in August and prior to ground freeze. Non-natives can be used; however lbs/ac must be kept low to minimize the chance of a monoculture.

**DOWNHOLE PROGRAM  
CONDITIONS OF APPROVAL (COAs)**

**SITE SPECIFIC DOWNHOLE COAs:**

- A formation integrity test shall be performed at the surface casing shoe.
- Gamma Ray Log shall be run from Total Depth to surface.
- To effectively protect useable water, cement for the long string is required to be brought 200 feet above the surface casing shoe.

**All provisions outlined in Onshore Oil & Gas Order #2 Drilling Operations shall be strictly adhered to.** The following items are emphasized:

**DRILLING/COMPLETION/PRODUCING OPERATING STANDARDS**

- The spud date and time shall be reported orally to Vernal Field Office within 24 hours of spudding.
- Notify Vernal Field Office Supervisory Petroleum Engineering Technician at least 24 hours in advance of casing cementing operations and BOPE & casing pressure tests.
- All requirements listed in Onshore Order #2 III. E. Special Drilling Operations are applicable for air drilling of surface hole.
- Blowout prevention equipment (BOPE) shall remain in use until the well is completed or abandoned. Closing unit controls shall remain unobstructed and readily accessible at all times. Choke manifolds shall be located outside of the rig substructure.
- All BOPE components shall be inspected daily and those inspections shall be recorded in the daily drilling report. Components shall be operated and tested as required by Onshore Oil & Gas Order No. 2 to insure good mechanical working order. All BOPE pressure tests shall be performed by a test pump with a chart recorder and **NOT** by the rig pumps. Test shall be reported in the driller's log.
- BOP drills shall be initially conducted by each drilling crew within 24 hours of drilling out from under the surface casing and weekly thereafter as specified in Onshore Oil & Gas Order No. 2.
- Casing pressure tests are required before drilling out from under all casing strings set and cemented in place.
- No aggressive/fresh hard-banded drill pipe shall be used within casing.
- **Cement baskets shall not be run on surface casing.**
- The operator must report all shows of water or water-bearing sands to the BLM. If flowing water is encountered it must be sampled, analyzed, and a copy of the analyses submitted to the BLM Vernal Field Office.

- The operator must report encounters of all non oil & gas mineral resources (such as Gilsonite, tar sands, oil shale, trona, etc.) to the Vernal Field Office, in writing, within 5 working days of each encounter. Each report shall include the well name/number, well location, date and depth (from KB or GL) of encounter, vertical footage of the encounter and, the name of the person making the report (along with a telephone number) should the BLM need to obtain additional information.
- A complete set of angular deviation and directional surveys of a directional well will be submitted to the Vernal BLM office engineer within 30 days of the completion of the well.
- While actively drilling, chronologic drilling progress reports shall be filed directly with the BLM, Vernal Field Office on a weekly basis in sundry, letter format or e-mail to the Petroleum Engineers until the well is completed.
- A cement bond log (CBL) will be run from the production casing shoe to the top of cement and shall be utilized to determine the bond quality for the production casing. Submit a field copy of the CBL to this office.
- **Please submit an electronic copy of all other logs run on this well in LAS format to BLM\_UT\_VN\_Welllogs@BLM.gov. This submission will supersede the requirement for submittal of paper logs to the BLM.**
- There shall be no deviation from the proposed drilling, completion, and/or workover program as approved. Safe drilling and operating practices must be observed. Any changes in operation must have prior approval from the BLM Vernal Field Office.

## OPERATING REQUIREMENT REMINDERS:

- All wells, whether drilling, producing, suspended, or abandoned, shall be identified in accordance with 43 CFR 3162.6. There shall be a sign or marker with the name of the operator, lease serial number, well number, and surveyed description of the well.
- For information regarding production reporting, contact the Office of Natural Resources Revenue (ONRR) at [www.ONRR.gov](http://www.ONRR.gov).
- Should the well be successfully completed for production, the BLM Vernal Field office must be notified when it is placed in a producing status. Such notification will be by written communication and must be received in this office by not later than the fifth business day following the date on which the well is placed on production. The notification shall provide, as a minimum, the following informational items:
  - Operator name, address, and telephone number.
  - Well name and number.
  - Well location (¼¼, Sec., Twn, Rng, and P.M.).
  - Date well was placed in a producing status (date of first production for which royalty will be paid).
  - The nature of the well's production, (i.e., crude oil, or crude oil and casing head gas, or natural gas and entrained liquid hydrocarbons).
  - The Federal or Indian lease prefix and number on which the well is located; otherwise the non-Federal or non-Indian land category, i.e., State or private.
  - Unit agreement and/or participating area name and number, if applicable.
  - Communitization agreement number, if applicable.
- Any venting or flaring of gas shall be done in accordance with Notice to Lessees (NTL) 4A and needs prior approval from the BLM Vernal Field Office.
- All undesirable events (fires, accidents, blowouts, spills, discharges) as specified in NTL 3A will be reported to the BLM, Vernal Field Office. Major events, as defined in NTL3A, shall be reported verbally within 24 hours, followed by a written report within 15 days. "Other than Major Events" will be reported in writing within 15 days. "Minor Events" will be reported on the Monthly Report of Operations and Production.
- Whether the well is completed as a dry hole or as a producer, "Well Completion and Recompletion Report and Log" (BLM Form 3160-4) shall be submitted not later than 30 days after completion of the well or after completion of operations being performed, in accordance with 43 CFR 3162.4-1. Two copies of all logs run, core descriptions, and all other surveys or data obtained and compiled during the drilling, workover, and/or completion operations, shall be filed on BLM Form 3160-4. Submit with the well completion report a geologic report including, at a minimum, formation tops, and a summary and conclusions. Also include deviation surveys, sample descriptions, strip logs, core data, drill stem test data, and results of production tests if

performed. Samples (cuttings, fluid, and/or gas) shall be submitted only when requested by the BLM, Vernal Field Office.

- All off-lease storage, off-lease measurement, or commingling on-lease or off-lease, shall have prior written approval from the BLM Vernal Field Office.
- Oil and gas meters shall be calibrated in place prior to any deliveries. The BLM Vernal Field Office Petroleum Engineers will be provided with a date and time for the initial meter calibration and all future meter proving schedules. A copy of the meter calibration reports shall be submitted to the BLM Vernal Field Office. All measurement facilities will conform to the API standards for liquid hydrocarbons and the AGA standards for natural gas measurement. All measurement points shall be identified as the point of sale or allocation for royalty purposes.
- A schematic facilities diagram as required by Onshore Oil & Gas Order No. 3 shall be submitted to the BLM Vernal Field Office within 30 days of installation or first production, whichever occurs first. All site security regulations as specified in Onshore Oil & Gas Order No. 3 shall be adhered to. All product lines entering and leaving hydrocarbon storage tanks will be effectively sealed in accordance with Onshore Oil & Gas Order No. 3.
- Any additional construction, reconstruction, or alterations of facilities, including roads, gathering lines, batteries, etc., which will result in the disturbance of new ground, shall require the filing of a suitable plan and need prior approval of the BLM Vernal Field Office. Emergency approval may be obtained orally, but such approval does not waive the written report requirement.
- No location shall be constructed or moved, no well shall be plugged, and no drilling or workover equipment shall be removed from a well to be placed in a suspended status without prior approval of the BLM Vernal Field Office. If operations are to be suspended for more than 30 days, prior approval of the BLM Vernal Field Office shall be obtained and notification given before resumption of operations.
- Pursuant to Onshore Oil & Gas Order No. 7, this is authorization for pit disposal of water produced from this well for a period of 90 days from the date of initial production. A permanent disposal method must be approved by this office and in operation prior to the end of this 90-day period. In order to meet this deadline, an application for the proposed permanent disposal method shall be submitted along with any necessary water analyses, as soon as possible, but no later than 45 days after the date of first production. Any method of disposal which has not been approved prior to the end of the authorized 90-day period will be considered as an Incident of Noncompliance and will be grounds for issuing a shut-in order until an acceptable manner for disposing of said water is provided and approved by this office.
- Unless the plugging is to take place immediately upon receipt of oral approval, the Field Office Petroleum Engineers must be notified at least 24 hours in advance of the plugging of the well, in order that a representative may witness plugging operations. If a well is suspended or abandoned, all pits must be fenced immediately until they are backfilled. The "Subsequent Report of Abandonment" (Form BLM 3160-5) must be submitted within 30 days after the actual plugging of the well bore, showing location of plugs, amount of cement in each, and amount of casing left in hole, and the current status of the surface restoration.

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		<b>FORM 9</b>
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>  Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> 1420H626305
<b>1. TYPE OF WELL</b> Oil Well		<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b>
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP		<b>7. UNIT or CA AGREEMENT NAME:</b>
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202		<b>8. WELL NAME and NUMBER:</b> LC TRIBAL 16-34D-46
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 0167 FSL 0673 FEL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SESE Section: 34 Township: 04.0S Range: 06.0W Meridian: U		<b>9. API NUMBER:</b> 43013514510000
<b>PHONE NUMBER:</b> 303 312-8134 Ext		<b>9. FIELD and POOL or WILDCAT:</b> ALTAMONT
<b>COUNTY:</b> DUCHESNE		<b>STATE:</b> UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> <b>NOTICE OF INTENT</b> Approximate date work will start: <b>8/8/2014</b>	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input checked="" type="checkbox"/> <b>APD EXTENSION</b> OTHER: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
<input type="checkbox"/> <b>SUBSEQUENT REPORT</b> Date of Work Completion:			
<input type="checkbox"/> <b>SPUD REPORT</b> Date of Spud:			
<input type="checkbox"/> <b>DRILLING REPORT</b> Report Date:			

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.  

BBC hereby requests an extension on this APD which expires on  

8/8/2013

Approved by the  
 Utah Division of  
 Oil, Gas and Mining

**Date:** July 17, 2013

**By:**

<b>NAME (PLEASE PRINT)</b> Christina Hirtler	<b>PHONE NUMBER</b> 303 312-8597	<b>TITLE</b> Administrative Assistant
<b>SIGNATURE</b> N/A	<b>DATE</b> 7/16/2013	





**The Utah Division of Oil, Gas, and Mining**

- State of Utah
- Department of Natural Resources

**Electronic Permitting System - Sundry Notices**

**Request for Permit Extension Validation Well Number 43013514510000**

**API:** 43013514510000

**Well Name:** LC TRIBAL 16-34D-46

**Location:** 0167 FSL 0673 FEL QTR SESE SEC 34 TWP 040S RNG 060W MER U

**Company Permit Issued to:** BILL BARRETT CORP

**Date Original Permit Issued:** 8/8/2012

The undersigned as owner with legal rights to drill on the property as permitted above, hereby verifies that the information as submitted in the previously approved application to drill, remains valid and does not require revision. Following is a checklist of some items related to the application, which should be verified.

- If located on private land, has the ownership changed, if so, has the surface agreement been updated? ☒ Yes ☐ No
- Have any wells been drilled in the vicinity of the proposed well which would affect the spacing or siting requirements for this location? ☐ Yes ☒ No
- Has there been any unit or other agreements put in place that could affect the permitting or operation of this proposed well? ☐ Yes ☒ No
- Have there been any changes to the access route including ownership, or rightof- way, which could affect the proposed location? ☐ Yes ☒ No
- Has the approved source of water for drilling changed? ☐ Yes ☒ No
- Have there been any physical changes to the surface location or access route which will require a change in plans from what was discussed at the onsite evaluation? ☐ Yes ☒ No
- Is bonding still in place, which covers this proposed well? ☒ Yes ☐ No

**Signature:** Christina Hirtler

**Date:** 7/16/2013

**Title:** Administrative Assistant **Representing:** BILL BARRETT CORP

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		<b>FORM 9</b>
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>  Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> 1420H626305
<b>1. TYPE OF WELL</b> Oil Well		<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b>
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP		<b>7. UNIT or CA AGREEMENT NAME:</b>
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202		<b>8. WELL NAME and NUMBER:</b> LC TRIBAL 16-34D-46
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 0167 FSL 0673 FEL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SESE Section: 34 Township: 04.0S Range: 06.0W Meridian: U		<b>9. API NUMBER:</b> 43013514510000
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<b>COUNTY:</b> DUCHESNE		<b>STATE:</b> UTAH

11.

CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION
<input checked="" type="checkbox"/> <b>NOTICE OF INTENT</b> Approximate date work will start: <b>8/8/2015</b>	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> ALTER CASING <input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> DEEPEN <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> PLUG BACK <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> WILDCAT WELL DETERMINATION <input type="checkbox"/> OTHER
<input type="checkbox"/> <b>SUBSEQUENT REPORT</b> Date of Work Completion:	<input checked="" type="checkbox"/> <b>APD EXTENSION</b> OTHER: <input style="width: 100px;" type="text"/>
<input type="checkbox"/> <b>SPUD REPORT</b> Date of Spud:	
<input type="checkbox"/> <b>DRILLING REPORT</b> Report Date:	

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

BBC hereby request a one year extension for APD

**Approved by the**  
**July 10, 2014**  
**Oil, Gas and Mining**

Date: \_\_\_\_\_

By: 

<b>NAME (PLEASE PRINT)</b> Christina Hirtler	<b>PHONE NUMBER</b> 303 312-8597	<b>TITLE</b> Administrative Assistant
<b>SIGNATURE</b> N/A	<b>DATE</b> 7/9/2014	



**The Utah Division of Oil, Gas, and Mining**

- State of Utah
- Department of Natural Resources

**Electronic Permitting System - Sundry Notices**

**Request for Permit Extension Validation Well Number 43013514510000**

**API:** 43013514510000

**Well Name:** LC TRIBAL 16-34D-46

**Location:** 0167 FSL 0673 FEL QTR SESE SEC 34 TWP 040S RNG 060W MER U

**Company Permit Issued to:** BILL BARRETT CORP

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- Is bonding still in place, which covers this proposed well? ☒ Yes ☐ No

**Signature:** Christina Hirtler

**Date:** 7/9/2014

**Title:** Administrative Assistant **Representing:** BILL BARRETT CORP

Division of Oil, Gas and Mining  
**OPERATOR CHANGE WORKSHEET (for state use only)**

**ROUTING**  
**CDW**

**X - Change of Operator (Well Sold)**

Operator Name Change/Merger

The operator of the well(s) listed below has changed, effective:

**8/29/2014**

**FROM: (Old Operator):**

DEVON ENERGY PRODUCTION COMPANY L.P. N1275  
 333 WEST SHERIDAN AVENUE  
 OKLAHOMA CITY OK 73102-5015

**TO: ( New Operator):**

LINN OPERATING INC N4115  
 1999 BROADWAY STE 3700  
 DENVER CO 80202

303-999-4275

CA No.				Unit:	N/A			
WELL NAME	SEC TWN RNG			API NO	ENTITY NO	LEASE TYPE	WELL TYPE	WELL STATUS
See Attached List								

**OPERATOR CHANGES DOCUMENTATION**

Enter date after each listed item is completed

- (R649-8-10) Sundry or legal documentation was received from the **FORMER** operator on: 9/16/2014
- (R649-8-10) Sundry or legal documentation was received from the **NEW** operator on: 9/16/2014
- The new company was checked on the **Department of Commerce, Division of Corporations Database** on: 10/8/2014
- a. Is the new operator registered in the State of Utah: Business Number: 9031632-0143
- a. (R649-9-2) Waste Management Plan has been received on: Yes
- b. Inspections of LA PA state/fee well sites complete on: N/A
- c. Reports current for Production/Disposition & Sundries on: 10/8/2014
- Federal and Indian Lease Wells:** The BLM and or the BIA has approved the merger, name change, or operator change for all wells listed on Federal or Indian leases on: BLM NOT YET BIA NOT YET
- Federal and Indian Units:**  
The BLM or BIA has approved the successor of unit operator for wells listed on: N/A
- Federal and Indian Communization Agreements ("CA"):**  
The BLM or BIA has approved the operator for all wells listed within a CA on: N/A
- Underground Injection Control ("UIC")** Division has approved UIC Form 5 Transfer of Authority to **Inject**, for the enhanced/secondary recovery unit/project for the water disposal well(s) listed on: 9/24/2014

**DATA ENTRY:**

- Changes entered in the **Oil and Gas Database** on: 10/8/2014
- Changes have been entered on the **Monthly Operator Change Spread Sheet** on: 10/8/2014
- Bond information entered in RBDMS on: 10/8/2014
- Fee/State wells attached to bond in RBDMS on: 10/8/2014
- Injection Projects to new operator in RBDMS on: N/A
- Receipt of Acceptance of Drilling Procedures for APD/New on: 10/8/2014
- Surface Agreement Sundry from **NEW** operator on Fee Surface wells received on: 9/16/2014

**BOND VERIFICATION:**

- Federal well(s) covered by Bond Number: NMB000501
- Indian well(s) covered by Bond Number: NMB000501
- a. (R649-3-1) The **NEW** operator of any state/fee well(s) listed covered by Bond Number LPM9149893
- b. The **FORMER** operator has requested a release of liability from their bond on: N/A

**LEASE INTEREST OWNER NOTIFICATION:**

- (R649-2-10) The **NEW** operator of the fee wells has been contacted and informed by a letter from the Division of their responsibility to notify all interest owners of this change on: 10/8/2014

**COMMENTS:**

Devon Energy Production Company, L.P. N1275 to Linn Operating, Inc N4115  
Effective 8/29/2014

Well Name	Section	Township	Range AP	API Number	Entity	Mineral Lease	Well Type	Well Status
SWD 4-11A2	11	010S	020W	4301320255	99990	Fee	WD	A
VIRGIL MECHAM 1-11A2	11	010S	020W	4301330009	5760	Fee	WD	A
1-3A2	3	010S	020W	4301330021	99990	Fee	WD	A
BLUEBELL 2-28A2	28	010S	020W	4301330346	99990	Fee	WD	A
SALERATUS 2-17C5	17	030S	050W	4301330388	99990	Fee	WD	A
CENTRAL BLUEBELL 2-26A2	26	010S	020W	4301330389	99990	Fee	WD	A
BALLARD 2-15B1	15	020S	010W	4304732351	11476	Fee	WD	A
GALLOWAY #3-14B2	14	020S	020W	4301351741		Fee	OW	APD
GALLOWAY #3-12B2	12	020S	020W	4301351742		Fee	OW	APD
GALLOWAY 4-14B2	14	020S	020W	4301351818		Fee	OW	APD
MORRIS #3-8B1	8	020S	010W	4301351836		State	OW	APD
FRITZ #3-24A2	24	010S	020W	4301351837		Fee	OW	APD
GALLOWAY #2-14B2	14	020S	020W	4301351739	19044	Fee	OW	DRL
EMERALD 2-32A1	32	010S	010W	4301350059	17980	Fee	OW	OPS
CLYDE MURRAY 1-2A2	2	010S	020W	4301330005	5876	Fee	OW	P
VICTOR C BROWN 1-4A2	4	010S	020W	4301330011	5780	Fee	OW	P
DOUG BROWN 2-4A2	4	010S	020W	4301330017	5840	Fee	OW	P
L BOREN U 3-15A2	15	010S	020W	4301330086	5755	Fee	OW	P
LAMICQ-URTY U 3-17A2	17	010S	020W	4301330099	5745	Fee	OW	P
L BOREN U 5-22A2	22	010S	020W	4301330107	5900	Fee	OW	P
L BOREN U 4-23A2	23	010S	020W	4301330115	5905	Fee	OW	P
TOMLINSON FED 1-25A2	25	010S	020W	4301330120	5535	Federal	OW	P
WOODWARD 1-21A2	21	010S	020W	4301330130	5665	Fee	OW	P
LAMICQ 1-20A2	20	010S	020W	4301330133	5400	Fee	GW	P
L RBRTSN ST 1-1B2	1	020S	020W	4301330200	5410	State	OW	P
SMITH ALBERT 1-8C5	8	030S	050W	4301330245	5490	Fee	OW	P
FRESTON ST 1-8B1	8	020S	010W	4301330294	5345	Fee	OW	P
GEORGE MURRAY 1-16B1	16	020S	010W	4301330297	5950	Fee	OW	P
LAMICQ-URTY U 4-5A2	5	010S	020W	4301330347	5845	Fee	OW	P
H G COLTHARP 1-15B1	15	020S	010W	4301330359	5945	Fee	OW	P
STATE 3-18A1	18	010S	010W	4301330369	5810	Fee	OW	P
LAMICQ 2-6B1	6	020S	010W	4301330809	2301	Fee	OW	P
DILLMAN 2-28A2	28	010S	020W	4301330821	5666	Fee	OW	P
HAMBLIN 2-26-A2	26	010S	020W	4301330903	5361	Fee	OW	P
JOHN 2-3-B2	3	020S	020W	4301330975	5387	Fee	OW	P
LAMICQ-ROBERTSON ST 2-1B2	1	020S	020W	4301330995	5412	Fee	OW	P
UTE TRIBAL 2-7A2	7	010S	020W	4301331009	5836	Indian	OW	P
HATCH 2-3B1	3	020S	010W	4301331147	10615	Fee	OW	P
NORLING 2-9B1	9	020S	010W	4301331151	10616	Fee	OW	P
SHAW 2-27A2	27	010S	020W	4301331184	10753	Fee	OW	P
LAMICQ-URRITY 4-17A2	17	010S	020W	4301331190	10764	Fee	OW	P
LAMICQ 2-20A2	20	010S	020W	4301331191	10794	Fee	OW	P
FRESTON 2-8B1	8	020S	010W	4301331203	10851	Fee	OW	P
WISSE 3-35A2	35	010S	020W	4301331215	10925	Fee	OW	P
MECCA 2-8A2	8	010S	020W	4301331231	10981	Fee	OW	P
SWYKES 2-21A2	21	010S	020W	4301331235	10998	Fee	OW	P
SHERMAN 2-12B2	12	020S	020W	4301331238	11009	Fee	OW	P
DUNCAN 4-2A2	2	010S	020W	4301331276	11258	Fee	GW	P
HAMBLIN 3-9A2	9	010S	020W	4301331278	11094	Fee	GW	P
BAR-F 2-5B1	5	020S	010W	4301331286	11113	Fee	OW	P
SMITH 2-9C5	9	030S	050W	4301331321	11245	Fee	OW	P
LORANGER 2-24A2	24	010S	020W	4301331322	11244	Fee	OW	P
UTE 2-6B3	6	020S	030W	4301331325	11446	Indian	OW	P
MCELPRANG 2-30A1	30	010S	010W	4301331326	11252	Fee	OW	P

Devon Energy Production Company, L.P. N1275 to Linn Operating, Inc N4115  
Effective 8/29/2014

Well Name	Section	Township	Range AP	API Number	Entity	Mineral Lease	Well Type	Well Status
SMITH 2-7C5	7	030S	050W	4301331327	11324	Indian	OW	P
SMITH 2-18C5	18	030S	050W	4301331328	11336	Indian	OW	P
UTE 2-24A3	24	010S	030W	4301331329	11339	Indian	OW	P
UTE 5-19A2	19	010S	020W	4301331330	11277	Indian	OW	P
EDWARDS 3-10B1	10	020S	010W	4301331332	11264	Fee	OW	P
SUNDANCE 4-15A2	15	010S	020W	4301331333	11269	Fee	OW	P
LORANGER 6-22A2	22	010S	020W	4301331334	11335	Fee	OW	P
COX 2-36A2	36	010S	020W	4301331335	11330	Fee	OW	P
SMITH 2-6C5	6	030S	050W	4301331338	11367	Indian	OW	P
FRESTON 2-7B1	7	020S	010W	4301331341	11338	Fee	OW	P
PEARSON 2-11B2	11	020S	020W	4301331356	11359	Fee	OW	P
CHAPMAN 2-4B2	4	020S	020W	4301331378	11485	Fee	OW	P
LAMB 2-16A2	16	010S	020W	4301331390	11487	Fee	OW	P
LABRUM 2-23A2	23	010S	020W	4301331393	11514	Fee	OW	P
POWELL 2-16B1	16	020S	010W	4301331820	12342	Fee	OW	P
BOWMAN 5-5A2	5	010S	020W	4301332202	13043	Fee	OW	P
BOREN 4-9A2	9	010S	020W	4301332203	13079	Fee	OW	P
BLANCHARD 3-10A2	10	010S	020W	4301332223	13149	Fee	OW	P
SQUIRES 3-8A2	8	010S	020W	4301332227	13176	Fee	OW	P
BROWN 3-4A2	4	010S	020W	4301332684	14673	Fee	OW	P
GALLOWAY 3-11B2	11	020S	020W	4301334304	18527	Fee	OW	P
OWL AND THE HAWK 3-9C5	9	030S	050W	4301351214	18649	Fee	OW	P
Bingham #3-4B1	4	020S	010W	4301351464	18825	Fee	OW	P
RED MOUNTAIN 3-5B1	5	020S	010W	4301351632	18954	Fee	OW	P
MECHAM #3-1B2	1	020S	020W	4301351844	19082	State	OW	P
MIKE AND SHELLEY #3-4B2	4	020S	020W	4301351845	19083	Fee	OW	P
RBRTSN UTE ST 1-12B1	12	020S	010W	4304730164	5475	Fee	OW	P
MAY UTE FED 1-13B1	13	020S	010W	4304730176	5435	Fee	OW	P
COOK 1-26B1	26	020S	010W	4304731981	11212	Fee	OW	P
CHRISTIANSEN 2-12B1	12	020S	010W	4304732178	11350	Fee	OW	P
RICH 2-13B1	13	020S	010W	4304732744	12046	Fee	OW	P
THOMAS 4-10B1	10	020S	010W	4304734080	13284	Fee	OW	P
HAMAKER 3-12B1	12	020S	010W	4304752294	18650	Fee	OW	P
BETTS 2-26B1	26	020S	010W	4304752435	18698	Fee	OW	P
STATE 1-10A2 (3-10C)	10	010S	020W	4301330006	5860	State	GW	S
L BOREN U 6-16A2	16	010S	020W	4301330123	5750	Fee	OW	S
UTE TRIBAL 1-6B3	6	020S	030W	4301330136	5705	Indian	OW	S
MAUREL TAYLOR FEE 1-36A2	36	010S	020W	4301330143	5525	Fee	OW	S
CAMPBELL UTE ST 1-7B1	7	020S	010W	4301330236	5295	Indian	OW	S
D L GALLOWAY 1-14B2	14	020S	020W	4301330564	5965	Fee	OW	S
MARK 2-25A2	25	010S	020W	4301331232	10986	Fee	OW	S
MITCHELL 2-4B1	4	020S	010W	4301331317	11231	Fee	OW	S



STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

FORM 9

**SUNDRY NOTICES AND REPORTS ON WELLS**

Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.

1. TYPE OF WELL OIL WELL <input type="checkbox"/> GAS WELL <input type="checkbox"/> OTHER <u>See Attached Well List</u>		5. LEASE DESIGNATION AND SERIAL NUMBER: <u>See Attached Well List</u>
2. NAME OF OPERATOR: <u>LINN OPERATING, INC</u> <u>N4115</u>		6. IF INDIAN, ALLOTTEE OR TRIBE NAME:
3. ADDRESS OF OPERATOR: <u>1999 Broadway, Suite 3700</u> CITY <u>Denver</u> STATE <u>CO</u> ZIP <u>80202</u>		7. UNIT or CA AGREEMENT NAME:
4. LOCATION OF WELL FOOTAGES AT SURFACE: <u></u>		8. WELL NAME and NUMBER: <u>See Attached Well List</u>
QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: <u></u>		9. API NUMBER:
COUNTY: <u>Duchsene/Uintah</u>		10. FIELD AND POOL, OR WILDCAT: <u>Bluebell/Altamont</u>
STATE: <u>UTAH</u>		

**11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA**

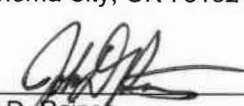
TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> NOTICE OF INTENT (Submit in Duplicate) Approximate date work will start: <u></u>	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> REPERFORATE CURRENT FORMATION
	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> CASING REPAIR	<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> TEMPORARILY ABANDON
	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> TUBING REPAIR
	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> VENT OR FLARE
<input type="checkbox"/> SUBSEQUENT REPORT (Submit Original Form Only) Date of work completion: <u></u>	<input type="checkbox"/> CHANGE WELL NAME	<input type="checkbox"/> PLUG BACK	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> PRODUCTION (START/RESUME)	<input type="checkbox"/> WATER SHUT-OFF
	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input checked="" type="checkbox"/> OTHER: <u>CHANGE OF OPERATOR</u>
	<input type="checkbox"/> CONVERT WELL TYPE	<input type="checkbox"/> RECOMPLETE - DIFFERENT FORMATION	

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

Effective 08/29/2014, Change of Operator from Devon Energy Production Company, LP, to Linn Operating, Inc. is responsible under the terms and conditions of the leases for operations conducted on the leased lands or a portion thereof under their blanket state bond number LPM9149893.

Attached is a list of wells that are associated with this Change of Operator.

Devon Energy Production Company, LP N1275  
333 West Sheridan Avenue  
Oklahoma City, OK 73102-5015

  
John D. Rains  
Vice President

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NAME (PLEASE PRINT) Russell des Cognets II TITLE Asset Manager  
SIGNATURE Russell des Cognets DATE 9/8/14

(This space for State use only)

**APPROVED**

**OCT 08 2014**

DIV. OIL GAS & MINING

BY: Rachael Medina

(See Instructions on Reverse Side)

**Devon Energy Production Company, LP**  
**Existing Well List for State/Fee/Indian Leases**

Well Name	API #	Legal Location	Producing Status	Well Type	Lease Type	Field	State	County
BAR F 2-5B1	430133128600	005-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
BINGHAM 3-4B1	430135146400	004-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
BLANCHARD 3-10A2	430133222300	010-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
*BOREN 1-14A2	430133003500	014-001S-002W	Shut-In	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
BOREN 3-11A2	430133119200	011-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
BOREN 3-15A2	430133008600	015-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
BOREN 4-23A2	430133011500	023-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
BOREN 4-9A2	430133220300	009-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
BOREN 5-22A2	430133010700	022-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
BOREN 6-16A2	430133012300	016-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
BOWMAN 5-5A2	430133220200	005-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
BROWN DOUG 2-4A2	430133001700	004-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
BROWN VICTOR C 1-4A2	430133001100	004-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
BROWN 3-4A2	430133268400	004-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
CAMPBELL UTE ST 1-7B1	430133023600	007-002S-001W	Shut-In	OIL	INDIAN	BLUEBELL ALTAMONT	UT	DUCHESNE
CHAPMAN 2-4B2	430133137800	004-002S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
CLYDE MURRAY 1-2A2	430133000500	002-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
COLTHARP 1-15B1	430133035900	015-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
CORNABY 2-14A2 (RECOMP)	430133129900	014-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
COX 2-36A2	430133133500	036-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
DILLMAN 2-28A2	430133082100	028-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
DUNCAN 4-2A2	430133127600	002-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
EDWARDS 3-10B1	430133133200	010-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
FRESTON STATE 1-8B1	430133029400	008-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
FRESTON 2-7B1	430133134100	007-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
FRESTON 2-8B1	430133120300	008-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
GALLOWAY 1-14B2	430133056400	014-002S-002W	Shut-In	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
GALLOWAY 3-11B2	430133430400	011-002S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
HAMBLIN 2-26A2	430133090300	026-001S-002W	Shut-In	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
HAMBLIN 3-9A2	430133127800	009-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
HATCH 2-3B1	430133114700	003-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
JOHN 2-3B2	430133097500	003-002S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
LABRUM 2-23A2	430133139300	023-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
LAMB 2 16A2	430133139000	016-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
LAMICQ ROBERTSON 1-1B2	430133020000	001-002S-002W	Producing	OIL	STATE	BLUEBELL ALTAMONT	UT	DUCHESNE

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LAMICQ ROBERTSON 2-1B2	430133099500	001-002S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
LAMICQ URRUTY 3-17A2	430133009900	017-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
LAMICQ URRUTY 4-17A2	430133119000	017-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
LAMICQ URRUTY 4-5A2	430133034700	005-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
LAMICQ 1-20A2	430133013300	020-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
LAMICQ 2-20A2	430133119100	020-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
LAMICQ 2-6B1	430133080900	006-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
LORANGER 2-24A2	430133132200	024-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
LORANGER 6-22A2	430133133400	022-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
MARK 2 25A2	430133123200	025-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
MCCELPRANG 2-30A1	430133132600	030-001S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
MECCA 2-8A2	430133123100	008-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
MECHAM VIRGIL B 1-11A2 SWD	430133000900	011-001S-002W	Injecting	SWD	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
MECHAM 3-1B2	430135184400	1-2S-2W	Producing	OIL	STATE	BLUEBELL ALTAMONT	UT	DUCHESNE
MIKE AND SHELLEY 3-4B2	430135184500	4-2S-2W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
MITCHELL 2-4B1	430133131700	004-002S-001W	Shut-In	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
MURRAY GEORGE 1-16B1	430133029700	016-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
NORLING 2-9B1	430133115100	009-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
OWL AND THE HAWK 3-9C5	430135121400	9-003S-005W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
PEARSON 2-11B2	430133135600	011-002S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
POWELL 2 16B1	430133182000	016-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
RED MOUNTAIN 3-5B1	430135163200	05-2S-1W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
SHAW 2-27A2	430133118400	027-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
SHERMAN 2-12B2	430133123800	012-002S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
SMITH ALBERT 1-8C5	430133024500	008-003S-005W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
SMITH 2-18C5	430133132800	018-003S-005W	Producing	OIL	INDIAN	BLUEBELL ALTAMONT	UT	DUCHESNE
SMITH 2-6C5	430133133800	006-003S-005W	Producing	OIL	INDIAN	BLUEBELL ALTAMONT	UT	DUCHESNE
SMITH 2-7C5	430133132700	007-003S-005W	Producing	OIL	INDIAN	BLUEBELL ALTAMONT	UT	DUCHESNE
SMITH 2-9C5	430133132100	009-003S-005W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
SQUIRES 3-8A2	430133222700	008-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
STATE 1-10A2	430133000600	010-001S-002W	Producing	OIL	STATE	BLUEBELL ALTAMONT	UT	DUCHESNE
STATE 3-18A1	430133036900	018-001S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
SUNDANCE 4 15A2 (BOREN)	430133133300	015-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
SWD ANDERSON 2-28A2	430133034600	028-001S-002W	Injecting	SWD	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
SWD HAMBLIN 2-26A2	430133038900	026-001S-002W	Injecting	SWD	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
SWD SALERATUS 2-17C5	430133038800	017-003S-005W	Injecting	SWD	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
SWD 1-3A2	430133002100	003-001S-002W	Injecting	SWD	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
SWD 4-11A2	430132025500	011-001S-002W	Injecting	SWD	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE

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DIV. OF OIL, GAS & MINING

SWYKES 2 21A2	430133123500	021-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
TAYLOR MAUREL FEE 1-36A2	430133014300	036-001S-002W	Shut-In	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
TOMLINSON 1 25A2	430133012000	025-001S-002W	Producing	OIL	INDIAN	BLUEBELL ALTAMONT	UT	DUCHESNE
UTE TRIBAL 2-7A2	430133100900	007-001S-002W	Producing	OIL	INDIAN	BLUEBELL ALTAMONT	UT	DUCHESNE
UTE TRIBAL 5-19A2	430133133000	019-001S-002W	Producing	OIL	INDIAN	BLUEBELL ALTAMONT	UT	DUCHESNE
UTE 1-6B3	430133013600	006-002S-003W	Shut-In	OIL	INDIAN	BLUEBELL ALTAMONT	UT	DUCHESNE
UTE 2-24A3	430133132900	024-001S-003W	Producing	OIL	INDIAN	BLUEBELL ALTAMONT	UT	DUCHESNE
UTE 2-6B3	430133132500	006-002S-003W	Producing	OIL	INDIAN	BLUEBELL ALTAMONT	UT	DUCHESNE
WISSE 3-35A2	430133121500	035-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
WOODWARD 1-21A2	430133013000	021-001S-002W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
BALLARD 2-15B1 SWD	430473235100	015-002S-001W	Injecting	SWD	FEE	BLUEBELL ALTAMONT	UT	UINTAH
BETTS 2-26B1	430475243500	26-2S-1W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	UINTAH
CHRISTENSEN 2-12B1	430473217800	012-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	UINTAH
COOK 1-26B1	430473198100	026-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	UINTAH
HAMAKER 3-12B1	430475229400	12-2S-1W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	UINTAH
MAY UTE FED 1-13B1	430473017600	013-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	UINTAH
RICH 2-13B1	430473274400	013-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	UINTAH
ROBERTSON UTE STATE 1-12B1	430473016400	012-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	UINTAH
THOMAS 4-10B1	430473408000	010-002S-001W	Producing	OIL	FEE	BLUEBELL ALTAMONT	UT	UINTAH

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DIV. OF OIL, GAS & MINING

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

FORM 9

SUNDRY NOTICES AND REPORTS ON WELLS

Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.

1. TYPE OF WELL OIL WELL <input type="checkbox"/> GAS WELL <input type="checkbox"/> OTHER <u>See Attached Well List</u>		5. LEASE DESIGNATION AND SERIAL NUMBER: <u>See Attached Well List</u>
2. NAME OF OPERATOR: LINN OPERATING, INC		6. IF INDIAN, ALLOTTEE OR TRIBE NAME:
3. ADDRESS OF OPERATOR: 1999 Broadway, Suite 3700 CITY Denver STATE CO ZIP 80202		7. UNIT or CA AGREEMENT NAME:
4. LOCATION OF WELL FOOTAGES AT SURFACE: COUNTY: Duchsene		8. WELL NAME and NUMBER: <u>See Attached Well List</u>
QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: STATE: UTAH		9. API NUMBER:
		10. FIELD AND POOL, OR WILDCAT: Bluebell/Altamont

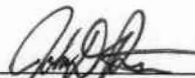
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA			
TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> NOTICE OF INTENT (Submit in Duplicate) Approximate date work will start: _____	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> REPERFORATE CURRENT FORMATION
	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> CASING REPAIR	<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> TEMPORARILY ABANDON
	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> TUBING REPAIR
	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> VENT OR FLARE
<input type="checkbox"/> SUBSEQUENT REPORT (Submit Original Form Only) Date of work completion: _____	<input type="checkbox"/> CHANGE WELL NAME	<input type="checkbox"/> PLUG BACK	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> PRODUCTION (START/RESUME)	<input type="checkbox"/> WATER SHUT-OFF
	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input checked="" type="checkbox"/> OTHER: <u>CHANGE OF OPERATOR</u>
	<input type="checkbox"/> CONVERT WELL TYPE	<input type="checkbox"/> RECOMPLETE - DIFFERENT FORMATION	

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

Effective 08/29/2014, Change of Operator from Devon Energy Production Company, LP, to Linn Operating, Inc. is responsible under the terms and conditions of the leases for operations conducted on the leased lands or a portion thereof under their blanket state bond number LPM9149893.

Attached is a list of Applications for Permit to Drill (APD) that are associated with this Change of Operator.

Devon Energy Production Company, LP  
333 West Sheridan Avenue  
Oklahoma City, OK 73102-5015

  
John D. Raines  
Vice President

NAME (PLEASE PRINT) <u>Russell des Cognets II</u>	TITLE <u>Asset Manager</u>
SIGNATURE 	DATE <u>9/16/14</u>

(This space for State use only)

APPROVED

OCT 08 2014

(5/2000)

DIV. OIL GAS & MINING

(See Instructions on Reverse Side)

BY: Rachael Medina

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DIV. OF OIL, GAS & MINING

**STATE OF UTAH**  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

**Request to Transfer Application or Permit to Drill**

(This form should accompany a Sundry Notice, Form 9, requesting APD transfer)

<b>Well name:</b>	See Attached List of Wells
<b>API number:</b>	
<b>Location:</b>	Qtr-Qtr:                      Section:                      Township:                      Range:
<b>Company that filed original application:</b>	Devon Energy Production Company, LP
<b>Date original permit was issued:</b>	
<b>Company that permit was issued to:</b>	Linn Operating, Inc.

Check one	Desired Action:
<input type="checkbox"/>	<b>Transfer pending (unapproved) Application for Permit to Drill to new operator</b>
<input type="checkbox"/>	The undersigned as owner with legal rights to drill on the property, hereby verifies that the information as submitted in the pending Application for Permit to Drill, remains valid and does not require revision. The new owner of the application accepts and agrees to the information and procedures as stated in the application.
<input checked="" type="checkbox"/>	<b>Transfer approved Application for Permit to Drill to new operator</b>
<input type="checkbox"/>	The undersigned as owner with legal rights to drill on the property as permitted, hereby verifies that the information as submitted in the previously approved application to drill, remains valid and does not require revision.

Following is a checklist of some items related to the application, which should be verified.	Yes	No
If located on private land, has the ownership changed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> If so, has the surface agreement been updated?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have any wells been drilled in the vicinity of the proposed well which would affect the spacing or siting requirements for this location?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have there been any unit or other agreements put in place that could affect the permitting or operation of this proposed well?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have there been any changes to the access route including ownership or right-of-way, which could affect the proposed location?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the approved source of water for drilling changed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have there been any physical changes to the surface location or access route which will require a change in plans from what was discussed at the onsite evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is bonding still in place, which covers this proposed well? Bond No. <u>LPM9149893</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Any desired or necessary changes to either a pending or approved Application for Permit to Drill that is being transferred, should be filed on a Sundry Notice, Form 9, or amended Application for Permit to Drill, Form 3, as appropriate, with necessary supporting information as required.

Name (please print) Russell des Cognets II Title Asset Manager  
Signature *Russell des Cognets II* Date 9-8-14  
Representing (company name) Linn Operating, Inc.

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The person signing this form must have legal authority to represent the company or individual(s) to be listed as the new operator on the Application for Permit to Drill.

**Devon Energy Production Company, LP**  
**Existing Well List of Application for Permit to Drill (APD's)**

Well Name	API #	Legal Location	Producing Status	APD Approval Date	APD Extension Filed	Well Type	Lease Type	Divest Description	State	County
GALLOWAY #3-14B2	4301351741	014-020S-020W	APD	12/10/2012	12/11/2013	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
GALLOWAY #3-12B2	4301351742	012-020S-020W	APD	12/10/2012	12/11/2013	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
GALLOWAY 4-14B2	4301351818	014-020S-020W	APD	1/11/2013	12/11/2013	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
MORRIS #3-8B1	4301351836	008-020S-010W	APD	4/1/2013	3/12/2014	OIL	STATE	BLUEBELL ALTAMONT	UT	DUCHESNE
FRITZ #3-24A2	4301351837	024-010S-020W	APD	4/1/2013	3/12/2014	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE
MIKE AND SHELLEY #4-14A2	4301351846	014-010S-020W	APD	2/6/2013	2/4/2014	OIL	FEE	BLUEBELL ALTAMONT	UT	DUCHESNE

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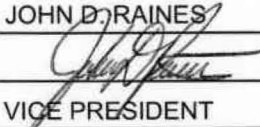
TRANSFER OF AUTHORITY TO INJECT

Well Name and Number VIRGIL MECHAM 1-11A2 SWD		API Number 4301330009
Location of Well Footage : 1320' FNL & 1445' FEL County : DUCHESNE QQ, Section, Township, Range: SWNE 11 1S 2W State : UTAH		Field or Unit Name BLUEBELL ALTAMONT Lease Designation and Number FEE

EFFECTIVE DATE OF TRANSFER: 8/29/2014

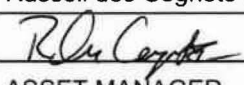
CURRENT OPERATOR

Company: DEVON ENERGY PRODUCTION CO., L.P.  
Address: 333 WEST SHERIDAN AVENUE  
city OKLAHOMA CITY state OK zip 73102-5015  
Phone: (405) 228-4480  
Comments:

Name: JOHN D. RAINES  
Signature:   
Title: VICE PRESIDENT  
Date:

NEW OPERATOR

Company: LINN OPERATING, INC.  
Address: 1999 BROADWAY, SUITE 3700  
city DENVER state CO zip 80202  
Phone: (303) 999-4275  
Comments:

Name: Russell des Cognets II  
Signature:   
Title: ASSET MANAGER  
Date: 9/15/14

(This space for State use only)

Transfer approved by:

Title:

Comments:

Approval Date:

9/24/14

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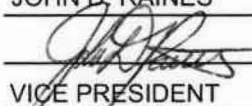
TRANSFER OF AUTHORITY TO INJECT

Well Name and Number BLUEBELL 2-28A2	API Number 4301330346
Location of Well Footage : 2496' FSL & 1549' FEL County : DUCHESNE QQ, Section, Township, Range: NWSE 28 1S 2W State : UTAH	Field or Unit Name BLUEBELL ALTAMONT Lease Designation and Number FEE

EFFECTIVE DATE OF TRANSFER: 8/29/2014

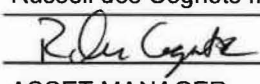
CURRENT OPERATOR

Company: DEVON ENERGY PRODUCTION CO., L.P.  
Address: 333 WEST SHERIDAN AVENUE  
city OKLAHOMA CITY state OK zip 73102-5015  
Phone: (405) 228-4480  
Comments:

Name: JOHN D. RAINES  
Signature:   
Title: VICE PRESIDENT  
Date:

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Approval Date:

9/24/14

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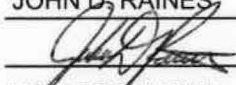
TRANSFER OF AUTHORITY TO INJECT

Well Name and Number CENTRAL BLUEBELL 2-26A2		API Number 4301330389
Location of Well Footage : 1812' FSL & 2083' FWL County : DUCHESNE QQ, Section, Township, Range: SESW 26 1S 2W State : UTAH		Field or Unit Name BLUEBELL ALTAMONT Lease Designation and Number FEE

EFFECTIVE DATE OF TRANSFER: 8/29/2014

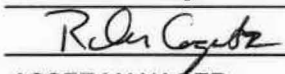
CURRENT OPERATOR

Company: DEVON ENERGY PRODUCTION CO., L.P.  
Address: 333 WEST SHERIDAN AVENUE  
city OKLAHOMA CITY state OK zip 73102-5015  
Phone: (405) 228-4480  
Comments:

Name: JOHN D. RAINES  
Signature:   
Title: VICE PRESIDENT  
Date:

NEW OPERATOR

Company: LINN OPERATING, INC.  
Address: 1999 BROADWAY, SUITE 3700  
city DENVER state CO zip 80202  
Phone: (303) 999-4275  
Comments:

Name: Russell des Cognets II  
Signature:   
Title: ASSET MANAGER  
Date: 9/15/14

(This space for State use only)

Transfer approved by:

Title:

Comments:

Approval Date:

9/24/14

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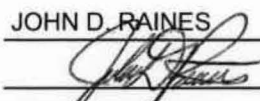
UIC FORM 5

TRANSFER OF AUTHORITY TO INJECT

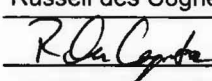
Well Name and Number SALERATUS 2-17C5	API Number 4301330388
Location of Well Footage : 1374' FNL & 1174' FEL County : DUCHESNE	Field or Unit Name BLUEBELL ALTAMONT
QQ, Section, Township, Range: NWNE 17 3S 5W State : UTAH	Lease Designation and Number FEE

EFFECTIVE DATE OF TRANSFER: 8/29/2014

CURRENT OPERATOR

Company: DEVON ENERGY PRODUCTION CO., L.P. Name: JOHN D. RAINES  
Address: 333 WEST SHERIDAN AVENUE Signature:   
city OKLAHOMA CITY state OK zip 73102-5015 Title: VICE PRESIDENT  
Phone: (405) 228-4480 Date:   
Comments:

NEW OPERATOR

Company: LINN OPERATING, INC. Name: Russell des Cognets II  
Address: 1999 BROADWAY, SUITE 3700 Signature:   
city DENVER state CO zip 80202 Title: ASSET MANAGER  
Phone: (303) 999-4275 Date: 9/15/14  
Comments:

(This space for State use only)

Transfer approved by: 

Title: Environmental Manager

Approval Date: 9/24/14

Comments:

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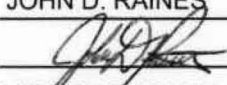
TRANSFER OF AUTHORITY TO INJECT

Well Name and Number SWD 1-3A2	API Number 4301330021
Location of Well Footage : 348' FSL & 315' FEL County : DUCHESNE QQ, Section, Township, Range: SESE 3 1S 2W State : UTAH	Field or Unit Name BLUEBELL ALTAMONT Lease Designation and Number FEE

EFFECTIVE DATE OF TRANSFER: 8/29/2014

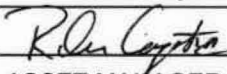
CURRENT OPERATOR

Company: DEVON ENERGY PRODUCTION CO., L.P.  
Address: 333 WEST SHERIDAN AVENUE  
city OKLAHOMA CITY state OK zip 73102-5015  
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Date:

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Phone: (303) 999-4275  
Comments:

Name: Russell des Cognets II  
Signature:   
Title: ASSET MANAGER  
Date: 9/15/14

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Transfer approved by:

Title:

Approval Date:

Comments:

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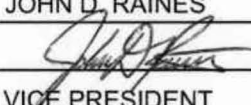
TRANSFER OF AUTHORITY TO INJECT

Well Name and Number SWD 4-11A2	API Number 4301320255
Location of Well Footage : 585' FNL & 733' FWL County : DUCHESNE QQ, Section, Township, Range: NWNW 11 1S 2W State : UTAH	Field or Unit Name BLUEBELL ALTAMONT Lease Designation and Number FEE

EFFECTIVE DATE OF TRANSFER: 8/29/2014

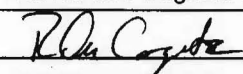
CURRENT OPERATOR

Company: DEVON ENERGY PRODUCTION CO., L.P.  
Address: 333 WEST SHERIDAN AVENUE  
city OKLAHOMA CITY state OK zip 73102-5015  
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Title: VICE PRESIDENT  
Date:

NEW OPERATOR

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city DENVER state CO zip 80202  
Phone: (303) 999-4275  
Comments:

Name: Russell des Cognets II  
Signature:   
Title: ASSET MANAGER  
Date: 9/15/14

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Transfer approved by:

Title:

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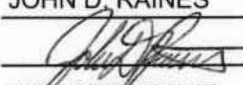
TRANSFER OF AUTHORITY TO INJECT

Well Name and Number BALLARD 2-15B1	API Number 4304732351
Location of Well Footage : 1801' FNL & 660' FEL County : UINTAH QQ, Section, Township, Range: SENE 15 2S 1W State : UTAH	Field or Unit Name BLUEBELL ALTAMONT Lease Designation and Number FEE

EFFECTIVE DATE OF TRANSFER: 8/29/2014

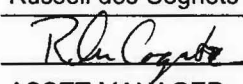
CURRENT OPERATOR

Company: DEVON ENERGY PRODUCTION CO., L.P.  
Address: 333 WEST SHERIDAN AVENUE  
city OKLAHOMA CITY state OK zip 73102-5015  
Phone: (405) 228-4480  
Comments:

Name: JOHN D. RAINES  
Signature:   
Title: VICE PRESIDENT  
Date:

NEW OPERATOR

Company: LINN OPERATING, INC.  
Address: 1999 BROADWAY, SUITE 3700  
city DENVER state CO zip 80202  
Phone: (303) 999-4275  
Comments:

Name: Russell des Cognets II  
Signature:   
Title: ASSET MANAGER  
Date: 9/15/14

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Transfer approved by:

Title:

Approval Date:

Comments:

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DIV. OF OIL, GAS & MINING





NASDAQ:LINE  
NASDAQ:LNCO

1999 Broadway, Suite 3700  
Denver, CO 80202

Phone: (303) 999-4400

9/30/14 Division met w/Linn.  
Per DKD plan is accepted.  
Linn will wait 6 months  
then MIT or submit new  
details on next plan.  
-Rm

September 29, 2014

TRANSMITTED VIA FEDERAL EXPRESS 8053-5746-2397

Mr. Dustin Doucet  
Utah Division of Oil, Gas & Mining  
1594 West North Temple  
Salt Lake City, Utah 84116

RE: Extended Shut-in and Temporary Abandoned Well Requirements for Fee or  
State Leases

Dear Mr. Doucet:

LINN Operating, Inc. ("LINN") recently acquired Devon properties in Utah. We are in the process of changing operator, obtaining well files and evaluating wells. In response to your letter dated September 4, 2014, the following information is provided:

1. FLY/DIA BOREN 1-14A2 (API 43-013-30035)

The Devon transaction to Linn allowed EP Energy to exercise their preferential right to purchase the leases and wells in Sections 11 and 14 of T1S, 2W so EP Energy now owns this well.

2. D L GALLOWAY 1-14B2 (API 43-013-30564)

We intend to submit four (4) sets of fluid shot data and casing/tubing pressure readings within a week. Attached is the first set of data and the wellbore diagram.

9/24/14 800# csg / tubing O# / FL at surface

We will provide the last casing pressure test information if it is available when we receive Devon's well files. Over the next six months, we will be reviewing the well history to determine the condition and potential of the wellbore. We plan to conduct the MIT within the next six months and will provide the results.

Per your request, an individual bond has been requested.

3. EMERALD 2-32A1 (API 43-013-50059)

This well is currently capped at surface and the cellar is covered with a metal grate (photo attached). We would like to evaluate the drilling potential of this well over the next six months and submit a plan to either develop the well or plug it.

Per your request, an individual bond has been requested.

4. **MAUREL TAYLOR FEE 1-36A2** (API 43-013-30143)

We intend to submit four (4) sets of fluid shot data and casing/tubing pressure readings within a week. Attached is the first set of data and the wellbore diagram.

9/23/14      200# csg / tubing 0# / FL at surface

We will provide the last casing pressure test information if it is available when we receive Devon's well files. Over the next six months, we will be reviewing the well history to determine the condition and potential of the wellbore. We plan to conduct the MIT within the next six months and will provide the results.

Per your request, an individual bond has been requested.

It is LINN's intention to bring these wells into full compliance but we feel we need an extension of six months due to the timing of the recent acquisition so we can determine our course of action (ie workover, return to production, P&A).

Please feel free to contact me at 303-999-4016 should you have any questions or need additional information.

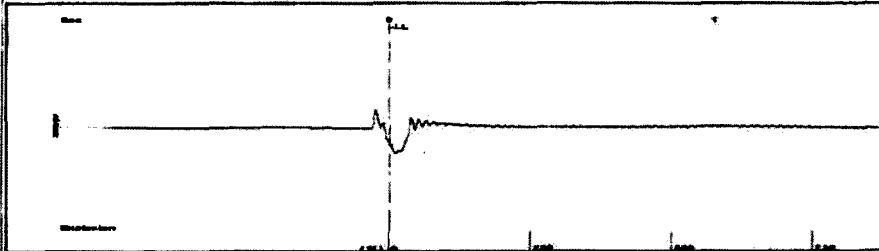
Sincerely,



Debbie Ghani  
Regulatory Compliance Supervisor

/dg

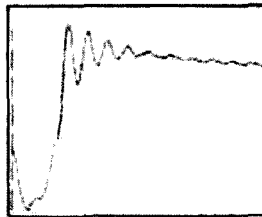
Group: Neola Well: Galloway 1-14B2 (acquired on: 09/24/14 08:38:14 )



Time 0.001 sec  
Joints 0.0187114 Jts  
Depth 0.58 ft

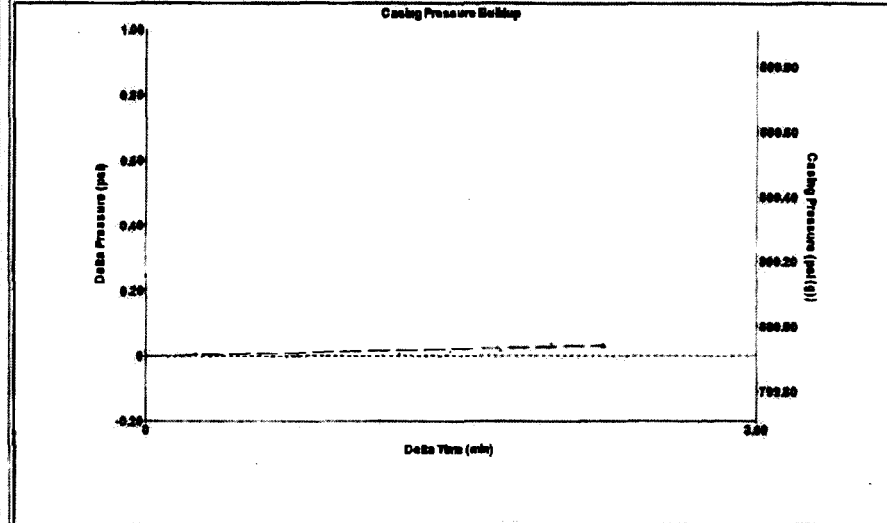
Liquid level calculated with  
user supplied Acoustic Velocity

Acoustic Velocity 1150 ft/s



**Analysis Method: Acoustic Velocity**

Group: Neola Well: Galloway 1-14B2 (acquired on: 09/24/14 08:38:14 )



Change in Pressure 0.03 psi PT14983  
Change in Time 2.25 min Range 0 - 7 psi

Group: Neola Well: Galloway 1-14B2 (acquired on: 09/24/14 08:38:14 )

Production	Potential	Casing Pressure	Producing
Current			
Oil 5	-*- BBL/D	799.9 psi (g)	
Water 41	-*- BBL/D	Casing Pressure Buildup	Annular
Gas 12.0	-*- Mscf/D	0.032 psi	Gas Flow
		2.25 min	0 Mscf/D
IPR Method	Vogel	Gas/Liquid Interface Pressure	% Liquid
PBHP/SBHP	-*-	799.9 psi (g)	100 %
Production Efficiency	0.0		
		Liquid Level Depth	
Oil 38 deg.API		0.58 ft	
Water 1.01 Sp.Gr.H2O			
Gas 0.78 Sp.Gr.AIR		Pump Intake Depth	
		9526.00 ft	
Acoustic Velocity 1150 ft/s		Formation Depth	
		8620.00 ft	
Formation Submergence			Pump Intake
Total Gaseous Liquid Column HT (TVD)	9525 ft		3474.8 psi (g)
Equivalent Gas Free Liquid HT (TVD)	9525 ft		Producing BHP
			3246.7 psi (g)
Acoustic Test			Static BHP
			1985.3 psi (g)

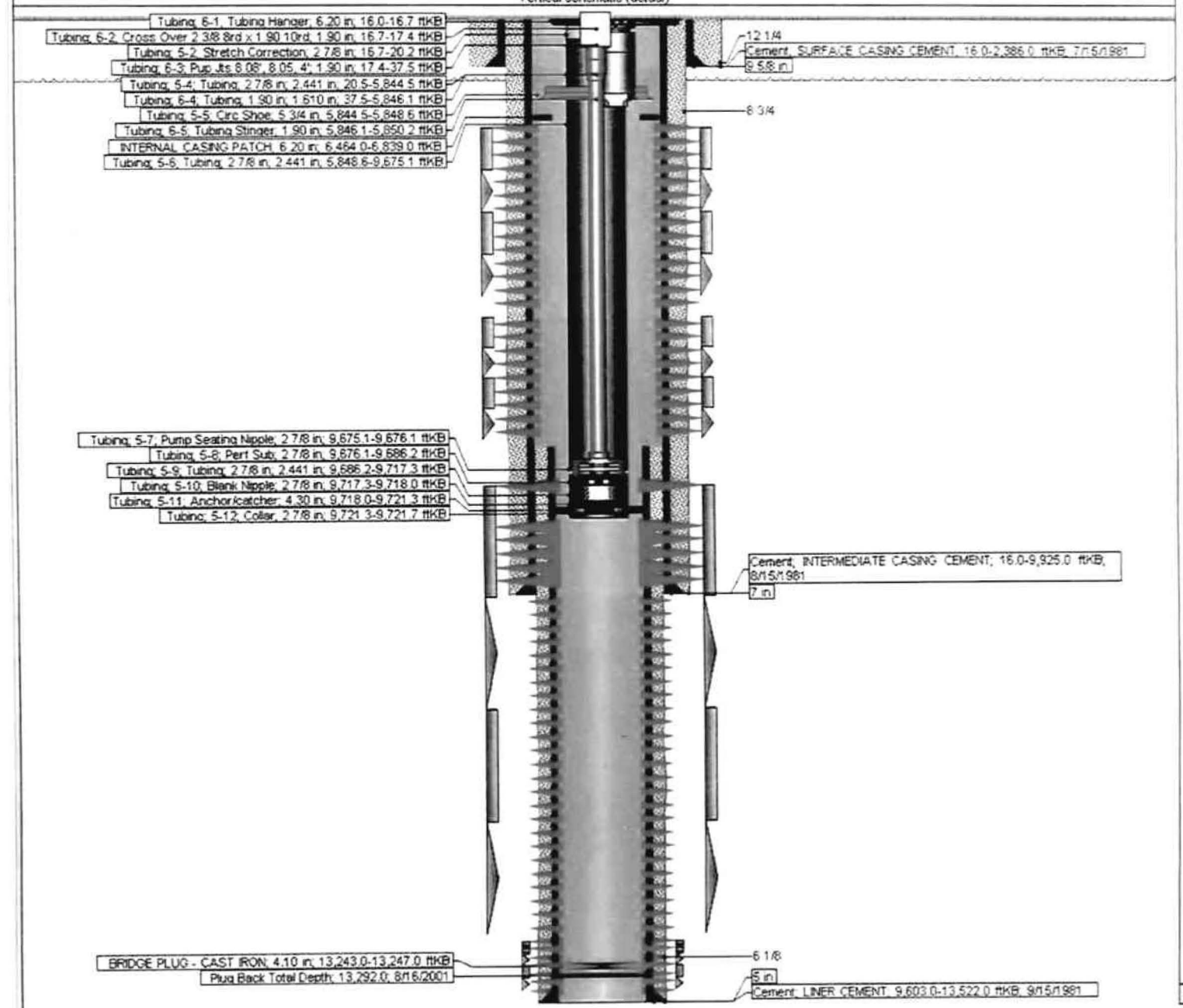


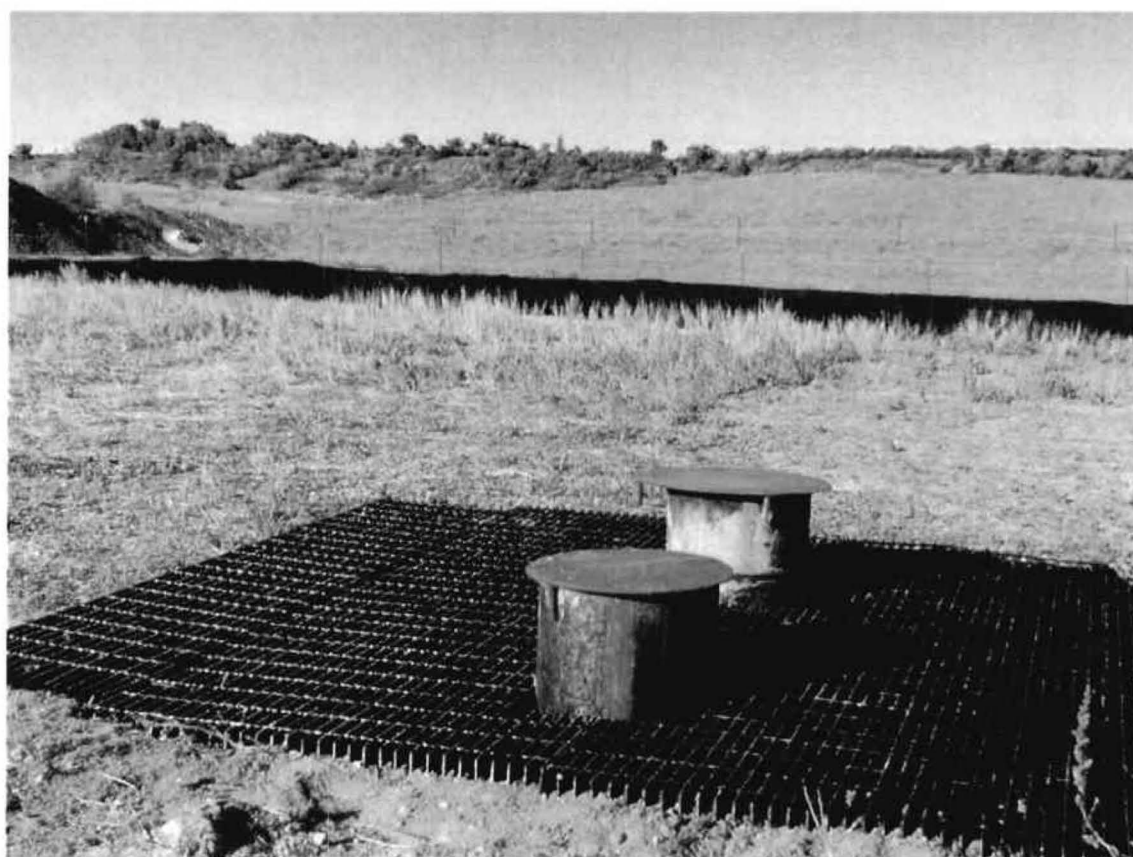
Group: Neola Well: Galloway 1-14B2 (acquired on: 09/24/14 08:38:14 )

**Entered Acoustic Velocity for Liquid Level depth determination**

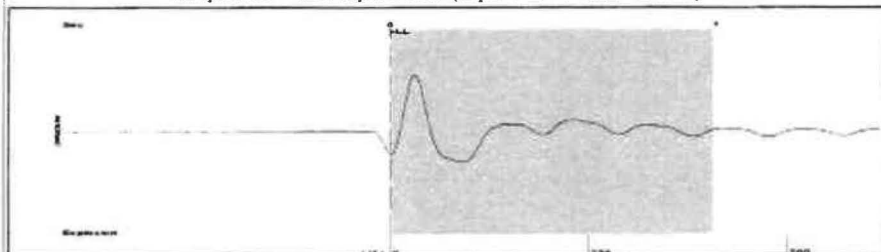
OH, 9/24/2014 10:56:41 AM

Vertical schematic (actual)





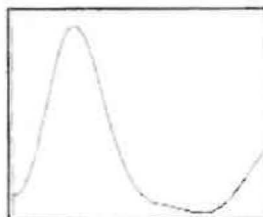
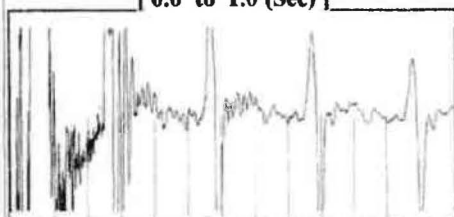
Group: Neola Well: Taylor 1-36A2 (acquired on: 09/23/14 15:15:37 )



Filter Type High Pass Automatic Collar Count Yes  
Manual Acoustic Velocity 818.548 ft/s Manual JTS/sec 13.4409

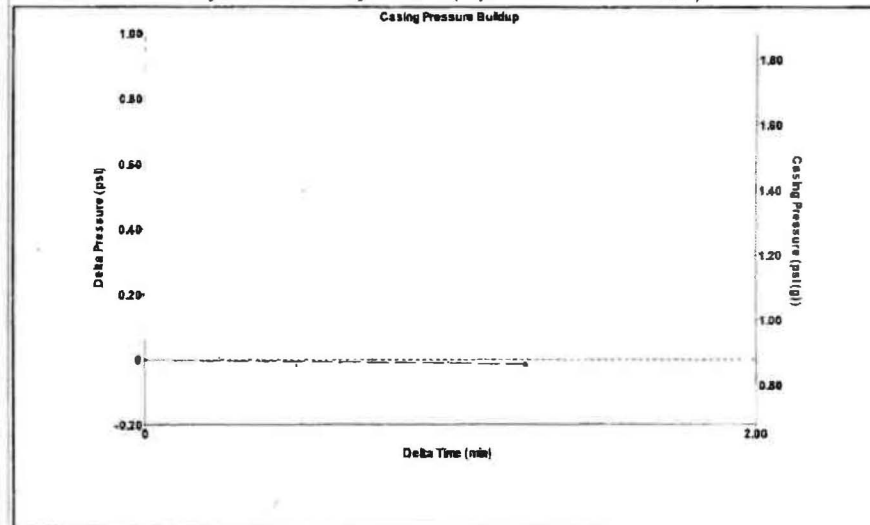
Time 0.001 sec  
Joints 0.0134409 Jts  
Depth 0.41 ft

[ 0.0 to 1.0 (Sec) ]



Analysis Method: Automatic

Group: Neola Well: Taylor 1-36A2 (acquired on: 09/23/14 15:15:37 )



Change in Pressure -0.01 psi

PT14983

Change in Time 1.25 min

Range

0 - 7 psi

Group: Neola Well: Taylor 1-36A2 (acquired on: 09/23/14 15:15:37 )

Production  
Current Potential  
Oil 10 - \* - BBL/D  
Water 60 - \* - BBL/D  
Gas 38.0 - \* - Mscf/D

IPR Method Vogel  
PBHP/SBHP - \* -  
Production Efficiency 0.0

Oil 40 deg API  
Water 1.01 Sp.Gr.H2O  
Gas 1.13 Sp.Gr.AIR

Acoustic Velocity 818.548 ft/s

Formation Submergence  
Total Gaseous Liquid Column HT (TVD) 11206 ft  
Equivalent Gas Free Liquid HT (TVD) 11206 ft

Acoustic Test

Casing Pressure 0.9 psi (g)  
Casing Pressure Buildup -0.013 psi  
1.25 min  
Gas/Liquid Interface Pressure 0.9 psi (g)

Liquid Level Depth 0.41 ft

Pump Intake Depth 11206.00 ft  
Formation Depth 9290.00 ft



Producing

Annular Gas Flow 0 Mscf/D  
% Liquid 100 %

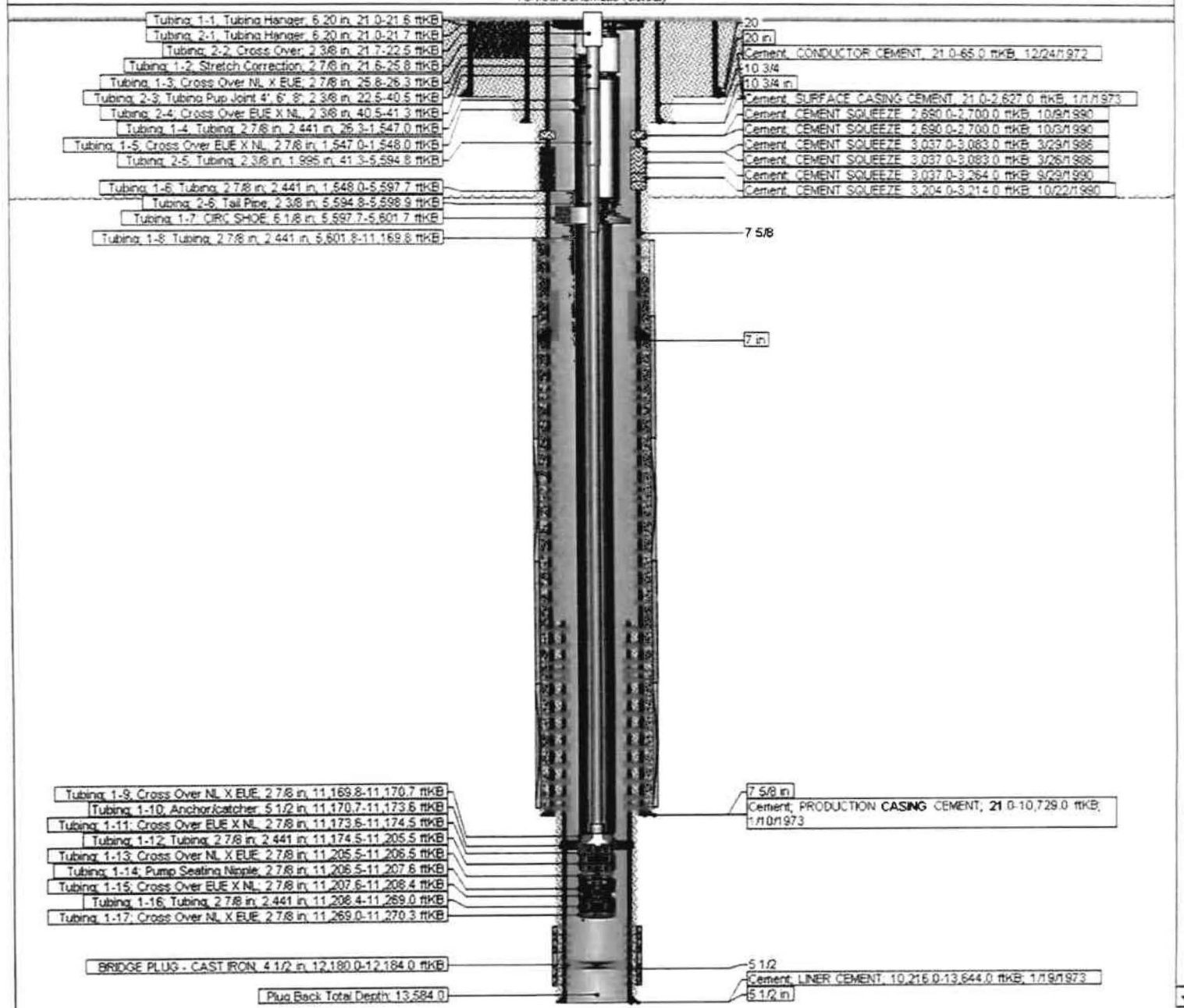
Pump Intake 3094.7 psi (g)  
Producing BHP 2645.7 psi (g)  
Static BHP 1985.3 psi (g)

Group: Neola Well: Taylor 1-36A2 (acquired on: 09/23/14 15:15:37 )

No Collar Count Data Available

OH, 9/24/2014 11:04:20 AM

Vertical schematic (actual)





**STATE OF UTAH**  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

FORM 9

**SUNDRY NOTICES AND REPORTS ON WELLS**

Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.

5. LEASE DESIGNATION AND SERIAL NUMBER:

6. IF INDIAN, ALLOTTEE OR TRIBE NAME:

7. UNIT or CA AGREEMENT NAME:

8. WELL NAME and NUMBER:

Misc.

9. API NUMBER:

10. FIELD AND POOL, OR WILDCAT:

Bluebell

1. TYPE OF WELL OIL WELL ☒ GAS WELL ☐ OTHER \_\_\_\_\_

2. NAME OF OPERATOR:  
LINN OPERATING, INC.

3. ADDRESS OF OPERATOR: 1999 Broadway, Ste #3700 CITY Denver STATE CO ZIP 80202 PHONE NUMBER: (303) 999-4016

4. LOCATION OF WELL

FOOTAGES AT SURFACE:

COUNTY: UINTAH

QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: 14 1S 2W

STATE: UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> NOTICE OF INTENT (Submit in Duplicate) Approximate date work will start: _____	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> REPERFORATE CURRENT FORMATION
	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> CASING REPAIR	<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> TEMPORARILY ABANDON
	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> TUBING REPAIR
	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> VENT OR FLARE
<input checked="" type="checkbox"/> SUBSEQUENT REPORT (Submit Original Form Only) Date of work completion: _____	<input type="checkbox"/> CHANGE WELL NAME	<input type="checkbox"/> PLUG BACK	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> PRODUCTION (START/RESUME)	<input type="checkbox"/> WATER SHUT-OFF
	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input checked="" type="checkbox"/> OTHER: <u>Excluded wells from</u>
	<input type="checkbox"/> CONVERT WELL TYPE	<input type="checkbox"/> RECOMPLETE - DIFFERENT FORMATION	<u>Change of Operator</u>

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

Do not process Change of Operator from Devon Energy Production Company, LP to LINN Operating, Inc. for the following wells.

43-013-31192	BOREN 3-11A2	Oil Well Producing BLUEBELL DUCHESNE 1S-2W Sec 11
43-013-51846	MIKE AND SHELLEY #4-14A2	Oil Well Approved permit (APD) BLUEBELL DUCHESNE 1S-2W Sec14
43-013-31299	CORNABY 2-14A2	Oil Well Producing BLUEBELL DUCHESNE 1S-2W Sec 14
43-013-30035	FLY/DIA L BOREN 1-14A2	Oil Well Shut-In BLUEBELL DUCHESNE 1S-2W Sec 14

The Devon transaction to Linn Energy allowed EP Energy to exercise their preferential right to purchase the leases and wells in Sections 11 and 14 of T1S, 2W so EP Energy now owns these wells.

NAME (PLEASE PRINT) Debbie Chan TITLE Reg. Compliance Supervisor  
SIGNATURE [Signature] DATE 9/23/2014

(This space for State use only)

RECEIVED  
SEP 23 2014  
Div. of Oil, Gas & Mining

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

AUG 19 2014

FORM APPROVED  
OMB NO. 1004-0135  
Expires: July 31, 2010**SUNDRY NOTICES AND REPORTS ON WELLS**  
*Do not use this form for proposals to drill or to re-enter an abandoned well. Use form 3160-3 (APD) for such proposals.*

BLM

**SUBMIT IN TRIPLICATE - Other instructions on reverse side.**

1. Type of Well <input checked="" type="checkbox"/> Oil Well <input type="checkbox"/> Gas Well <input type="checkbox"/> Other		5. Lease Serial No. 1420H626305
2. Name of Operator BILL BARRETT CORPORATION Contact: CHRISTINA HIRTLER E-Mail: chirtler@billbarrettcorp.com		6. If Indian, Allottee or Tribe Name UINTAH AND OURAY
3a. Address 1099 18TH STREET SUITE 2300 DENVER, CO 80202	3b. Phone No. (include area code) Ph: 303-312-8597 Fx: 303-291-0420	7. If Unit or CA/Agreement, Name and/or No.
4. Location of Well (Footage, Sec., T., R., M., or Survey Description) Sec 34 T4S R6W SESE 167FSL 673FEL 40.082969 N Lat, 110.542189 W Lon		8. Well Name and No. LC TRIBAL 16-34D-46
		9. API Well No. 43-013-51451-00-X1
		10. Field and Pool, or Exploratory ALTAMONT
		11. County or Parish, and State DUCHESNE COUNTY, UT

## 12. CHECK APPROPRIATE BOX(ES) TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION			
<input checked="" type="checkbox"/> Notice of Intent	<input type="checkbox"/> Acidize	<input type="checkbox"/> Deepen	<input type="checkbox"/> Production (Start/Resume)	<input type="checkbox"/> Water Shut-Off
<input type="checkbox"/> Subsequent Report	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Fracture Treat	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity
<input type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input checked="" type="checkbox"/> Other
	<input type="checkbox"/> Change Plans	<input type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon	Change to Original A
	<input type="checkbox"/> Convert to Injection	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Water Disposal	PD

13. Describe Proposed or Completed Operation (clearly state all pertinent details, including estimated starting date of any proposed work and approximate duration thereof. If the proposal is to deepen directionally or recompleat horizontally, give subsurface locations and measured and true vertical depths of all pertinent markers and zones. Attach the Bond under which the work will be performed or provide the Bond No. on file with BLM/BIA. Required subsequent reports shall be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompleat in a new interval, a Form 3160-4 shall be filed once testing has been completed. Final Abandonment Notices shall be filed only after all requirements, including reclamation, have been completed, and the operator has determined that the site is ready for final inspection.)

BBC is submitting this sundry to request a two year extension from the date the existing APD expires of 9/19/2014

APD Appr: 9/19/12

NEPA: 2012-790-EA

CONDITIONS OF APPROVAL ATTACHED

RECEIVED

SEP 29 2014

DIV. OF OIL, GAS &amp; MINING

VERNAL FIELD OFFICE

ENG. RAH 9/15/14

GEOL. \_\_\_\_\_

E.S. \_\_\_\_\_

PET. \_\_\_\_\_

RECL. \_\_\_\_\_

14. I hereby certify that the foregoing is true and correct.

Electronic Submission #257522 verified by the BLM Well Information System

For BILL BARRETT CORPORATION, sent to the Vernal

Committed to AFMSS for processing by JOHNETTA MAGEE on 08/28/2014 (14JM1436SE)

Name (Printed/Typed) CHRISTINA HIRTLER

Title PERMIT ANALYST

Signature (Electronic Submission)

Date 08/19/2014

## THIS SPACE FOR FEDERAL OR STATE OFFICE USE

Approved By \_\_\_\_\_

Title

Assistant Field Manager  
Lands & Mineral Resources

SEP 17 2014

Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.

Office

VERNAL FIELD OFFICE

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

\*\* BLM REVISED \*\* BLM REVISED \*\* BLM REVISED \*\* BLM REVISED \*\* BLM REVISED

UDOGM

# **CONDITIONS OF APPROVAL**

## **Bill Barrett Corporation**

### **Notice of Intent APD Extension**

**Lease:** 1420H626305  
**Well:** LC Tribal 16-34D-46  
**Location:** SESE Sec 34-T4S-R6W

An extension for the referenced APD is granted with the following conditions:

---

1. The extension and APD shall expire on 09/19/2016.
2. No other extensions shall be granted.

If you have any other questions concerning this matter, please contact Robin L Hansen of this office at (435) 781-2777

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>  Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> 1420H626305
		<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b>
		<b>7. UNIT or CA AGREEMENT NAME:</b>
<b>1. TYPE OF WELL</b> Oil Well	<b>8. WELL NAME and NUMBER:</b> LC TRIBAL 16-34D-46	
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP	<b>9. API NUMBER:</b> 43013514510000	
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202	<b>PHONE NUMBER:</b> 303 312-8134 Ext	<b>9. FIELD and POOL or WILDCAT:</b> ALTAMONT
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 0167 FSL 0673 FEL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SESE Section: 34 Township: 04.0S Range: 06.0W Meridian: U		<b>COUNTY:</b> DUCHESNE
		<b>STATE:</b> UTAH

11.


CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> <b>NOTICE OF INTENT</b> Approximate date work will start: <b>8/8/2016</b>	<input type="checkbox"/> ACIDIZE  <input type="checkbox"/> CHANGE TO PREVIOUS PLANS  <input type="checkbox"/> CHANGE WELL STATUS  <input type="checkbox"/> DEEPEN  <input type="checkbox"/> OPERATOR CHANGE  <input type="checkbox"/> PRODUCTION START OR RESUME  <input type="checkbox"/> REPERFORATE CURRENT FORMATION  <input type="checkbox"/> TUBING REPAIR  <input type="checkbox"/> WATER SHUTOFF  <input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> ALTER CASING  <input type="checkbox"/> CHANGE TUBING  <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS  <input type="checkbox"/> FRACTURE TREAT  <input type="checkbox"/> PLUG AND ABANDON  <input type="checkbox"/> RECLAMATION OF WELL SITE  <input type="checkbox"/> SIDETRACK TO REPAIR WELL  <input type="checkbox"/> VENT OR FLARE  <input type="checkbox"/> SI TA STATUS EXTENSION  <input type="checkbox"/> OTHER	<input type="checkbox"/> CASING REPAIR  <input type="checkbox"/> CHANGE WELL NAME  <input type="checkbox"/> CONVERT WELL TYPE  <input type="checkbox"/> NEW CONSTRUCTION  <input type="checkbox"/> PLUG BACK  <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION  <input type="checkbox"/> TEMPORARY ABANDON  <input type="checkbox"/> WATER DISPOSAL  <input checked="" type="checkbox"/> APD EXTENSION  OTHER: <input type="text"/>
<input type="checkbox"/> <b>SUBSEQUENT REPORT</b> Date of Work Completion:			
<input type="checkbox"/> <b>SPUD REPORT</b> Date of Spud:			
<input type="checkbox"/> <b>DRILLING REPORT</b> Report Date:			

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

BBC hereby requests a one year extension of the subject APD.

**Approved by the**  
**July 01, 2015**  
**Oil, Gas and Mining**

**Date:** \_\_\_\_\_  
**By:** 

<b>NAME (PLEASE PRINT)</b> Brady Riley	<b>PHONE NUMBER</b> 303 312-8115	<b>TITLE</b> Permit Analyst
<b>SIGNATURE</b> N/A		<b>DATE</b> 7/1/2015



**The Utah Division of Oil, Gas, and Mining**

- State of Utah
- Department of Natural Resources

**Electronic Permitting System - Sundry Notices**

**Request for Permit Extension Validation Well Number 43013514510000**

**API:** 43013514510000

**Well Name:** LC TRIBAL 16-34D-46

**Location:** 0167 FSL 0673 FEL QTR SESE SEC 34 TWP 040S RNG 060W MER U

**Company Permit Issued to:** BILL BARRETT CORP

**Date Original Permit Issued:** 8/8/2012

The undersigned as owner with legal rights to drill on the property as permitted above, hereby verifies that the information as submitted in the previously approved application to drill, remains valid and does not require revision. Following is a checklist of some items related to the application, which should be verified.

- If located on private land, has the ownership changed, if so, has the surface agreement been updated? ☒ Yes ☐ No
- Have any wells been drilled in the vicinity of the proposed well which would affect the spacing or siting requirements for this location? ☐ Yes ☒ No
- Has there been any unit or other agreements put in place that could affect the permitting or operation of this proposed well? ☐ Yes ☒ No
- Have there been any changes to the access route including ownership, or rightof- way, which could affect the proposed location? ☐ Yes ☒ No
- Has the approved source of water for drilling changed? ☐ Yes ☒ No
- Have there been any physical changes to the surface location or access route which will require a change in plans from what was discussed at the onsite evaluation? ☐ Yes ☒ No
- Is bonding still in place, which covers this proposed well? ☒ Yes ☐ No

**Signature:** Brady Riley

**Date:** 7/1/2015

**Title:** Permit Analyst **Representing:** BILL BARRETT CORP

<b>STATE OF UTAH</b> DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		<b>FORM 9</b>
<b>SUNDRY NOTICES AND REPORTS ON WELLS</b>  Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		<b>5. LEASE DESIGNATION AND SERIAL NUMBER:</b> 1420H626305
<b>1. TYPE OF WELL</b> Oil Well		<b>6. IF INDIAN, ALLOTTEE OR TRIBE NAME:</b>
<b>2. NAME OF OPERATOR:</b> BILL BARRETT CORP		<b>7. UNIT or CA AGREEMENT NAME:</b>
<b>3. ADDRESS OF OPERATOR:</b> 1099 18th Street Ste 2300 , Denver, CO, 80202		<b>8. WELL NAME and NUMBER:</b> LC TRIBAL 16-34D-46
<b>4. LOCATION OF WELL</b> <b>FOOTAGES AT SURFACE:</b> 0167 FSL 0673 FEL <b>QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:</b> Qtr/Qtr: SESE Section: 34 Township: 04.0S Range: 06.0W Meridian: U		<b>9. API NUMBER:</b> 43013514510000
<b>PHONE NUMBER:</b> 303 312-8134 Ext		<b>9. FIELD and POOL or WILDCAT:</b> ALTAMONT
<b>COUNTY:</b> DUCHESNE		<b>STATE:</b> UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> <b>NOTICE OF INTENT</b> Approximate date work will start: <b>8/8/2017</b>	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input checked="" type="checkbox"/> <b>APD EXTENSION</b> OTHER: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
<input type="checkbox"/> <b>SUBSEQUENT REPORT</b> Date of Work Completion:			
<input type="checkbox"/> <b>SPUD REPORT</b> Date of Spud:			
<input type="checkbox"/> <b>DRILLING REPORT</b> Report Date:			

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.  
 BBC hereby requests a one year extension of the subject APD until  
 08/08/2017.

Approved by the  
June 02, 2016  
Oil, Gas and Mining

Date: \_\_\_\_\_

By:

<b>NAME (PLEASE PRINT)</b> Brady Riley	<b>PHONE NUMBER</b> 303 312-8115	<b>TITLE</b> Permit Analyst
<b>SIGNATURE</b> N/A	<b>DATE</b> 6/1/2016	



**The Utah Division of Oil, Gas, and Mining**

- State of Utah
- Department of Natural Resources

**Electronic Permitting System - Sundry Notices**

**Request for Permit Extension Validation Well Number 43013514510000**

**API:** 43013514510000

**Well Name:** LC TRIBAL 16-34D-46

**Location:** 0167 FSL 0673 FEL QTR SESE SEC 34 TWP 040S RNG 060W MER U

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- Have there been any changes to the access route including ownership, or rightof- way, which could affect the proposed location? ☐ Yes ☒ No
- Has the approved source of water for drilling changed? ☐ Yes ☒ No
- Have there been any physical changes to the surface location or access route which will require a change in plans from what was discussed at the onsite evaluation? ☐ Yes ☒ No
- Is bonding still in place, which covers this proposed well? ☒ Yes ☐ No

**Signature:** Brady Riley

**Date:** 6/1/2016

**Title:** Permit Analyst **Representing:** BILL BARRETT CORP



Effective Date: 11/1/2016

<b>FORMER OPERATOR:</b>	<b>NEW OPERATOR:</b>
Bill Barrett Corporation 1099 18th Street, Suite 2300 Denver, CO 80202	Rig II, LLC 1582 West 2600 South Woods Cross, UT 84087
CA Number(s):	Unit(s):

**WELL INFORMATION:**

Well Name	Sec	TWN	RNG	API	Entity	Mineral	Surface	Type	Status
See Attached List									

**OPERATOR CHANGES DOCUMENTATION:**

1. Sundry or legal documentation was received from the **FORMER** operator on: 10/21/2016
2. Sundry or legal documentation was received from the **NEW** operator on: 10/21/2016
3. New operator Division of Corporations Business Number: 8256968-0160

**REVIEW:**

1. Surface Agreement Sundry from **NEW** operator on Fee Surface wells received on: N/A
2. Receipt of Acceptance of Drilling Procedures for APD on: 10/21/2016
3. Reports current for Production/Disposition & Sundries: 11/2/2016
4. OPS/SI/TA well(s) reviewed for full cost bonding: 11/3/2016
5. UIC5 on all disposal/injection/storage well(s) approved on: 11/3/2016
6. Surface Facility(s) included in operator change: None
7. Inspections of PA state/fee well sites complete on (only upon operators request): 11/3/2016

**NEW OPERATOR BOND VERIFICATION:**

1. Federal well(s) covered by Bond Number: UTB000712
2. Indian well(s) covered by Bond Number: LPM 922467
3. State/fee well(s) covered by Bond Number(s): 9219529

**DATA ENTRY:**

1. Well(s) update in the **OGIS** on: 11/7/2016
2. Entity Number(s) updated in **OGIS** on: 11/7/2016
3. Unit(s) operator number update in **OGIS** on: N/A
4. Surface Facilities update in **OGIS** on: N/A
5. State/Fee well(s) attached to bond(s) in **RBDMS** on: 11/7/2016
6. Surface Facilities update in **RBDMS** on: N/A

**COMMENTS:**

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

Well Name	Sec	TWN	RNG	API Number	Entity	Mineral	Surface	Type	Status
SWD 9-36 BTR	9	030S	060W	4301350646	18077	Indian	Fee	WD	A
16-6D-46 BTR SWD	6	040S	060W	4301350781	18327	Indian	Fee	WD	A
6-32-36 BTR SWD	32	030S	060W	4301350921	18329	Indian	Fee	WD	A
LC TRIBAL 8-26D-47	26	040S	070W	4301334024		Indian	Indian	OW	APD
16-21D-37 BTR	21	030S	070W	4301350758		Indian	Fee	OW	APD
14-11D-37 BTR	11	030S	070W	4301350862		Indian	Fee	OW	APD
7-17D-46 BTR	17	040S	060W	4301350883		Indian	Indian	OW	APD
14-12D-37 BTR	12	030S	070W	4301350894		Indian	Fee	OW	APD
1-18D-36 BTR	18	030S	060W	4301350922		Indian	Fee	OW	APD
13-2D-45 BTR	2	040S	050W	4301350931		Indian	Indian	OW	APD
5H-16-46 BTR	16	040S	060W	4301350992		Indian	Indian	OW	APD
9H-17-45 BTR	17	040S	050W	4301351098		Indian	Indian	OW	APD
13H-8-46 BTR UB	8	040S	060W	4301351124		Indian	Indian	OW	APD
8H-9-46 BTR	9	040S	060W	4301351140		Indian	Indian	OW	APD
LC TRIBAL 7-31D-37	31	030S	070W	4301351147		Indian	Fee	OW	APD
14-16D-45 BTR	16	040S	050W	4301351178		Indian	Indian	OW	APD
16-19D-37 BTR	19	030S	070W	4301351179		Indian	Fee	OW	APD
6-2D-45 BTR	2	040S	050W	4301351234		Indian	Indian	OW	APD
2-2D-45 BTR	2	040S	050W	4301351235		Indian	Indian	OW	APD
10-26-35 BTR	26	030S	050W	4301351248		Indian	Fee	OW	APD
LC TRIBAL 1H-33-46	33	040S	060W	4301351257		Indian	Fee	OW	APD
LC TRIBAL 9-25D-46	25	040S	060W	4301351276		Indian	Indian	OW	APD
LC TRIBAL 8H-30-45	30	040S	050W	4301351277		Indian	Indian	OW	APD
LC TRIBAL 16H-30-45	30	040S	050W	4301351279		Indian	Indian	OW	APD
LC TRIBAL 13-30D-45	30	040S	050W	4301351282		Indian	Indian	OW	APD
LC TRIBAL 16H-36-46	36	040S	060W	4301351291		Indian	Indian	OW	APD
LC TRIBAL 13H-30-46	30	040S	060W	4301351321		Indian	Indian	OW	APD
LC TRIBAL 13H-31-46	31	040S	060W	4301351326		Indian	Indian	OW	APD
LC TRIBAL 16-31D-46	31	040S	060W	4301351328		Indian	Indian	OW	APD
LC TRIBAL 5H-26-47	26	040S	070W	4301351337		Indian	Indian	OW	APD
LC TRIBAL 5H-19-45	20	040S	050W	4301351349		Indian	Indian	OW	APD
LC TRIBAL 16-36D-47	36	040S	070W	4301351363		Indian	Indian	OW	APD
15-4D-47 BTR	4	040S	070W	4301351377		Indian	Fee	OW	APD
16-23D-46 LC TRIBAL	23	040S	060W	4301351396		Indian	Fee	OW	APD
15-2D-36 BTR	2	030S	060W	4301351419		Indian	Fee	OW	APD
16-23D-37 BTR	23	030S	070W	4301351420		Indian	Fee	OW	APD
11-9D-47 BTR	9	040S	070W	4301351422		Indian	Fee	OW	APD
15-13D-47 BTR	13	040S	070W	4301351424		Indian	Indian	OW	APD
LC TRIBAL 15-19D-46	19	040S	060W	4301351426		Indian	Indian	OW	APD
16-13D-45 BTR	13	040S	050W	4301351428		Indian	Indian	OW	APD

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

14-12D-45 BTR	12	040S	050W	4301351444		Indian	Indian	OW	APD
16-14D-45 BTR	14	040S	050W	4301351445		Indian	Indian	OW	APD
5-13D-45 BTR	13	040S	050W	4301351446		Indian	Indian	OW	APD
LC TRIBAL 16-26D-46	26	040S	060W	4301351450		Indian	State	OW	APD
LC TRIBAL 16-34D-46	34	040S	060W	4301351451		Indian	State	OW	APD
16-12D-45 BTR	12	040S	050W	4301351452		Indian	Indian	OW	APD
8-12D-45 BTR	12	040S	050W	4301351453		Indian	Indian	OW	APD
LC TRIBAL 1-35D-46	35	040S	060W	4301351454		Indian	Fee	OW	APD
16-25D-37 BTR	25	030S	070W	4301351455		Indian	Fee	OW	APD
LC TRIBAL 13H-29-46	28	040S	060W	4301351462		Indian	Fee	OW	APD
LC TRIBAL 14-30D-37	30	030S	070W	4301351494		Indian	Fee	OW	APD
7-13D-45 BTR	13	040S	050W	4301351497		Indian	Indian	OW	APD
LC TRIBAL 4H-35-46	35	040S	060W	4301351515		Indian	Fee	OW	APD
LC TRIBAL 13H-19-46	19	040S	060W	4301351543		Indian	Indian	OW	APD
16-26D-37 BTR	26	030S	070W	4301351598		Indian	Fee	OW	APD
LC TRIBAL 16-31D-37	31	030S	070W	4301351610		Indian	Fee	OW	APD
5-4-35 BTR	4	030S	050W	4301351613		Indian	Fee	OW	APD
LC TRIBAL 16-31D-47	31	040S	070W	4301351616		Indian	Indian	OW	APD
LC TRIBAL 13H-31-47	31	040S	070W	4301351617		Indian	Indian	OW	APD
LC TRIBAL 13-32D-47	32	040S	070W	4301351619		Indian	Indian	OW	APD
LC TRIBAL 16H-32-47	32	040S	070W	4301351620		Indian	Indian	OW	APD
LC TRIBAL 1-32D-47	32	040S	070W	4301351624		Indian	Indian	OW	APD
LC TRIBAL 4H-32-47	32	040S	070W	4301351625		Indian	Indian	OW	APD
LC TRIBAL 13-28D-47	28	040S	070W	4301351627		Indian	Indian	OW	APD
LC TRIBAL 13H-29-47	28	040S	070W	4301351628		Indian	Indian	OW	APD
LC TRIBAL 16H-28-47	28	040S	070W	4301351629		Indian	Indian	OW	APD
LC TRIBAL 1-28D-47	28	040S	070W	4301351639		Indian	Indian	OW	APD
LC TRIBAL 1H-27-47	28	040S	070W	4301351640		Indian	Indian	OW	APD
LC TRIBAL 4H-28-47	28	040S	070W	4301351641		Indian	Indian	OW	APD
LC TRIBAL 7-25D-58	25	050S	080W	4301351643		Indian	Indian	OW	APD
LC TRIBAL 6-25D-58	25	050S	080W	4301351644		Indian	Indian	OW	APD
LC TRIBAL 13H-24-58	24	050S	080W	4301351645		Indian	Indian	OW	APD
LC TRIBAL 16-24D-58	24	050S	080W	4301351646		Indian	Indian	OW	APD
LC Tribal 8-23D-46	23	040S	060W	4301351654		Indian	Fee	OW	APD
LC Tribal 16-35D-45	35	040S	050W	4301351656		Indian	Fee	OW	APD
LC Tribal 13H-35-45	35	040S	050W	4301351657		Indian	Fee	OW	APD
LC Tribal 16-36D-45	36	040S	050W	4301351658		Indian	Fee	OW	APD
LC Tribal 13H-36-45	36	040S	050W	4301351659		Indian	Fee	OW	APD
LC Tribal 5-36D-45	36	040S	050W	4301351661		Indian	Fee	OW	APD
LC Tribal 8-26D-46	26	040S	060W	4301351663		Indian	Fee	OW	APD
3-29D-36 BTR	29	030S	060W	4301351665		Indian	Fee	OW	APD

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LC Tribal 5-35D-45	35	040S	050W	4301351666	Indian	Fee	OW	APD
LC Tribal 5-24D-46	24	040S	060W	4301351668	Indian	Indian	OW	APD
LC TRIBAL 6-12D-58	12	050S	080W	4301351696	Indian	Indian	OW	APD
LC TRIBAL 8-12D-58	12	050S	080W	4301351697	Indian	Indian	OW	APD
LC TRIBAL 16H-22-47	21	040S	070W	4301351700	Indian	Indian	OW	APD
5-25D-37 BTR	25	030S	070W	4301351803	Indian	Fee	OW	APD
8-3D-36 BTR	3	030S	060W	4301351804	Indian	Fee	OW	APD
14-26D-37 BTR	26	030S	070W	4301351805	Indian	Fee	OW	APD
9-4-35 BTR	4	030S	050W	4301351806	Indian	Fee	OW	APD
11-4D-35 BTR	4	030S	050W	4301351807	Indian	Fee	OW	APD
16-27D-37 BTR	27	030S	070W	4301351808	Indian	Fee	OW	APD
14-27D-37 BTR	27	030S	070W	4301351809	Indian	Fee	OW	APD
14-16D-46 BTR	16	040S	060W	4301351812	Indian	Indian	OW	APD
LC Tribal 16-35D-48	35	040S	080W	4301351847	Indian	Indian	OW	APD
LC Tribal 13H-35-48	35	040S	080W	4301351848	Indian	Indian	OW	APD
LC Tribal 13-2D-58	11	050S	080W	4301351850	Indian	Indian	OW	APD
5-13D-36 BTR	13	030S	060W	4301351862	Indian	Fee	OW	APD
5-8D-36 BTR	8	030S	060W	4301351871	Indian	Fee	OW	APD
16-1D-36 BTR	1	030S	060W	4301351872	Indian	Fee	OW	APD
8-18D-46 BTR	18	040S	060W	4301351897	Indian	Fee	OW	APD
LC Tribal 5-36D-46	36	040S	060W	4301351905	Indian	Indian	OW	APD
LC Tribal 5-26D-45	26	040S	050W	4301351907	Indian	Indian	OW	APD
14-13D-45 BTR	13	040S	050W	4301351974	Indian	Indian	OW	APD
14-34D-46 DLB	34	040S	060W	4301351975	Indian	Fee	OW	APD
LC Tribal 5-21D-45	21	040S	050W	4301352001	Indian	Indian	OW	APD
LC Tribal 8-22D-45	22	040S	050W	4301352002	Indian	Indian	OW	APD
LC Tribal 8-25D-45	25	040S	050W	4301352007	Indian	Indian	OW	APD
LC Tribal 16-25D-45	25	040S	050W	4301352008	Indian	Indian	OW	APD
LC Tribal 16-22D-45	22	040S	050W	4301352009	Indian	Indian	OW	APD
LC Tribal 16-26D-45	26	040S	050W	4301352010	Indian	Indian	OW	APD
LC Tribal 14-31D-37	31	030S	070W	4301352016	Indian	Fee	OW	APD
5-12D-45 BTR	12	040S	050W	4301352030	Indian	Indian	OW	APD
LC Tribal 9-20D-45	20	040S	050W	4301352031	Indian	Indian	OW	APD
LC Tribal 13-35D-47	35	040S	070W	4301352055	Indian	Indian	OW	APD
LC Tribal 1-23D-47	23	040S	070W	4301352057	Indian	Indian	OW	APD
9-17D-46 BTR	17	040S	060W	4301352059	Indian	Indian	OW	APD
11-18D-46 BTR	18	040S	060W	4301352060	Indian	Indian	OW	APD
9-10D-47 BTR	10	040S	070W	4301352092	Indian	Fee	OW	APD
LC Tribal 1-17D-47	17	040S	070W	4301352096	Indian	Fee	OW	APD
7-35D-37 BTR	35	030S	070W	4301352115	Indian	Fee	OW	APD
14-25D-37 BTR	25	030S	070W	4301352116	Indian	Fee	OW	APD

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LC Tribal 5-25-46	25	040S	060W	4301352126	Indian	Indian	OW	APD
8-33D-35 BTR	33	030S	050W	4301352161	Indian	Fee	OW	APD
5-4D-36 BTR	4	030S	060W	4301352175	Indian	Fee	OW	APD
7-4D-36 BTR	4	030S	060W	4301352176	Indian	Fee	OW	APD
LC Tribal 4-36D-47	36	040S	070W	4301352186	Indian	Indian	OW	APD
LC Tribal 4-22D-46	22	040S	060W	4301352944	Indian	Indian	OW	APD
LC Tribal 16-22D-46	22	040S	060W	4301352945	Indian	Indian	OW	APD
LC Tribal 11-19D-46	19	040S	060W	4301352946	Indian	Indian	OW	APD
LC Tribal 7-20D-45	20	040S	050W	4301352947	Indian	Indian	OW	APD
15-11D-35 BTR	11	030S	050W	4301353056	Indian	Fee	OW	APD
13-11D-35 BTR	11	030S	050W	4301353057	Indian	Fee	OW	APD
BTR 16-36D-37	36	030S	070W	4301353059	Indian	Fee	OW	APD
4-29D-35 BTR	30	030S	050W	4301353060	Indian	Fee	OW	APD
1-30D-35 BTR	30	030S	050W	4301353061	Fee	Fee	OW	APD
LC TRIBAL 3-23D-46	23	040S	060W	4301353066	Indian	State	OW	APD
LC Tribal 14-23D-46	23	040S	060W	4301353067	Indian	State	OW	APD
LC Tribal 13-25D-46	25	040S	060W	4301353068	Indian	Indian	OW	APD
LC Tribal 14-26D-46	26	040S	060W	4301353069	Indian	State	OW	APD
LC Tribal 5-26D-46	26	040S	060W	4301353070	Indian	State	OW	APD
LC Tribal 11-35D-45	35	040S	050W	4301353071	Indian	State	OW	APD
LC Tribal 7-35D-45	35	040S	050W	4301353072	Indian	State	OW	APD
LC Tribal 3-35D-45	35	040S	050W	4301353075	Indian	State	OW	APD
LC Tribal 14-36D-45	36	040S	050W	4301353076	Indian	State	OW	APD
LC Tribal 13-36D-45	36	040S	050W	4301353077	Indian	State	OW	APD
LC Tribal 10-36D-45	36	040S	050W	4301353078	Indian	State	OW	APD
LC Tribal 8-36D-45	36	040S	050W	4301353079	Indian	State	OW	APD
LC Tribal 6-36D-45	36	040S	050W	4301353080	Indian	State	OW	APD
LC Tribal 1-34D-46	34	040S	060W	4301353081	Indian	State	OW	APD
LC Tribal 9-27D-46	27	040S	060W	4301353082	Indian	State	OW	APD
LC Tribal 13-35D-45	35	040S	050W	4301353083	Indian	State	OW	APD
LC Tribal 8-35D-45	35	040S	050W	4301353084	Indian	State	OW	APD
LC Tribal 15-35D-45	35	040S	050W	4301353085	Indian	State	OW	APD
LC Tribal 12-25D-45	25	040S	050W	4301353122	Indian	Indian	OW	APD
LC Tribal 14-25D-45	25	040S	050W	4301353123	Indian	Indian	OW	APD
LC Tribal 10-25D-45	25	040S	050W	4301353124	Indian	Indian	OW	APD
LC Tribal 11-26-45	26	040S	050W	4301353125	Indian	Indian	OW	APD
LC Tribal 13-26D-45	26	040S	050W	4301353126	Indian	Indian	OW	APD
LC Tribal 7-31D-46	31	040S	060W	4301353127	Indian	Indian	OW	APD
LC Tribal 7-19D-45	19	040S	050W	4301353128	Indian	Indian	OW	APD
LC Tribal 5-19D-45	19	040S	050W	4301353130	Indian	Indian	OW	APD
LC Tribal 7-25D-46	25	040S	060W	4301353132	Indian	Indian	OW	APD

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LC Tribal 7-24D-46	24	040S	060W	4301353134		Indian	Indian	OW	APD
LC Tribal 14-31D-46	31	040S	060W	4301353135		Indian	Indian	OW	APD
LC Tribal 14-30D-46	30	040S	060W	4301353136		Indian	Indian	OW	APD
13-4-35 BTR SWD	4	030S	050W	4301353293		Fee	Fee	OW	APD
LC FEE 14-26D-47	26	040S	070W	4301353294		Fee	Indian	OW	APD
LC Fee 5-25D-47	25	040S	070W	4301353295		Fee	Indian	OW	APD
7-35-46 LC SWD	35	040S	060W	4301353296		Fee	Fee	OW	APD
LC Fee 1H-33-47	32	040S	070W	4301353309		Fee	Indian	OW	APD
LC FEE 14-2D-58	2	050S	080W	4301353312		Fee	Indian	OW	APD
LC FEE 13H-21-47	21	040S	070W	4301353313		Fee	Indian	OW	APD
LC Fee 16-21D-47	21	040S	070W	4301353326		Fee	Indian	OW	APD
16-7D-46 BTR	7	040S	060W	4301353328		Fee	Indian	OW	APD
LC Fee 15-26D-47	26	040S	070W	4301353331		Fee	Indian	OW	APD
LC Fee 4-24D-47	23	040S	070W	4301353332		Fee	Indian	OW	APD
LC Fee 5-34D-47	34	040S	070W	4301353333		Fee	Indian	OW	APD
LC Fee 5-35D-47	35	040S	070W	4301353334		Fee	Indian	OW	APD
13-34D-47 LC Fee	34	040S	070W	4301353337		Fee	Indian	OW	APD
14-35D-35 BTR	35	030S	050W	4301352120		Fee	Fee	OW	DRL
6-17D-46 BTR	17	040S	060W	4301351078		Indian	Indian	OW	OPS
5-34D-35 BTR	34	030S	050W	4301351187		Indian	Fee	OW	OPS
5-10D-45 BTR	10	040S	050W	4301351221		Indian	Indian	OW	OPS
5-3D-45 BTR	3	040S	050W	4301351810		Indian	Indian	OW	OPS
9-34D-35 BTR	34	030S	050W	4301352117		Fee	Fee	OW	OPS
5-35D-35 BTR	35	030S	050W	4301352118		Fee	Fee	OW	OPS
1-2D-46 BTR	2	040S	060W	4301353086		Indian	Fee	OW	OPS
7-21-46 DLB	21	040S	060W	4301333567	16526	Indian	Indian	OW	P
LC TRIBAL 1H-27-46	27	040S	060W	4301333568	18175	Indian	Fee	GW	P
7-29-46 DLB	29	040S	060W	4301333584	17603	Indian	Fee	GW	P
LC TRIBAL 12H-28-46	28	040S	060W	4301333631	18132	Indian	Indian	GW	P
LC TRIBAL 13H-21-46	21	040S	060W	4301333632	18107	Indian	Indian	GW	P
12-36-36 BTR	36	030S	060W	4301333638	16336	Indian	Fee	GW	P
5-5-46 BTR	5	040S	060W	4301333639	16542	Indian	Fee	OW	P
5-23-36 BTR	23	030S	060W	4301333642	16675	Indian	Fee	GW	P
14-29-36 BTR	29	030S	060W	4301333643	16725	Indian	Fee	OW	P
14-30-36 BTR	30	030S	060W	4301333644	16701	Indian	Fee	GW	P
7-20-46 DLB	20	040S	060W	4301333657	16584	Indian	Indian	OW	P
LC TRIBAL 5-21D-46	21	040S	060W	4301333658	18887	Indian	Indian	OW	P
5-20-46 DLB	20	040S	060W	4301333659	18750	Indian	Indian	GW	P
LC TRIBAL 13H-20-46	20	040S	060W	4301333678	17979	Indian	Indian	GW	P
14-7-46 BTR	7	040S	060W	4301333806	16890	Indian	Indian	GW	P
7-8-45 BTR	8	040S	050W	4301333820	16974	Indian	Indian	OW	P

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1-5-45 BTR	5	040S	050W	4301333868	16931	Indian	Indian	OW	P
5-16-36 BTR	16	030S	060W	4301333970	17195	Indian	Fee	OW	P
5-29-36 BTR	29	030S	060W	4301333972	17557	Indian	Fee	OW	P
4-30-36 BTR	30	030S	060W	4301333973	17249	Indian	Fee	OW	P
7-19-46 DLB	19	040S	060W	4301334004	19018	Indian	Indian	OW	P
5-25-36 BTR	25	030S	060W	4301334021	17126	Fee	Fee	OW	P
5-4-45 BTR	4	040S	050W	4301334089	17507	Indian	Indian	OW	P
13-2-46 BTR	2	040S	060W	4301334090	18618	Indian	Indian	OW	P
2-3-45 BTR	3	040S	050W	4301334099	17932	Indian	Indian	OW	P
7-6-45 BTR	6	040S	050W	4301334100	17653	Indian	Indian	OW	P
1-9-45 BTR	9	040S	050W	4301334101	17910	Indian	Indian	OW	P
8-10-45 BTR	10	040S	050W	4301334102	17530	Indian	Indian	OW	P
7-17-45 BTR	17	040S	050W	4301334104	17933	Indian	Indian	OW	P
16-7-45 BTR	7	040S	050W	4301334111	17665	Indian	Indian	OW	P
15-18-45 BTR	18	040S	050W	4301334112	17832	Indian	Indian	OW	P
6-12-46 BTR	12	040S	060W	4301334114	17964	Indian	Indian	OW	P
5-13-46 BTR	13	040S	060W	4301334115	17833	Indian	Indian	OW	P
16-26-36 BTR	26	030S	060W	4301334132	18028	Indian	Fee	OW	P
1-23-36 BTR	23	030S	060W	4301334136	17722	Indian	Fee	OW	P
15-10-36 BTR	10	030S	060W	4301334277	17419	Indian	Fee	OW	P
14-5-46 BTR	5	040S	060W	4301350307	17624	Fee	Fee	OW	P
14X-22-46 DLB	22	040S	060W	4301350351	17604	Indian	Indian	OW	P
16-13-36 BTR	13	030S	060W	4301350372	17853	Indian	Fee	OW	P
5-33-46 DLB	33	040S	060W	4301350397	17765	Indian	Fee	OW	P
5-34-46 DLB	34	040S	060W	4301350415	17801	Indian	State	GW	P
LC FEE 12H-32-46	32	040S	060W	4301350431	18003	Fee	Fee	OW	P
1-13D-47 BTR	13	040S	070W	4301350445	18205	Indian	Fee	OW	P
16-8D-45 BTR	8	040S	050W	4301350466	18799	Indian	Indian	OW	P
7-13D-46 BTR	13	040S	060W	4301350470	18076	Indian	Indian	OW	P
14-8D-45 BTR	8	040S	050W	4301350567	18207	Indian	Indian	OW	P
14-5D-45 BTR	5	040S	050W	4301350568	18108	Indian	Indian	OW	P
16-31D-36 BTR	31	030S	060W	4301350573	18004	Indian	Fee	OW	P
5-7D-46 BTR	7	040S	060W	4301350574	18176	Indian	Indian	OW	P
LC TRIBAL 13H-33-46	34	040S	060W	4301350575	18223	Indian	State	OW	P
5-8-45 BTR	8	040S	050W	4301350607	18279	Indian	Indian	OW	P
16-6D-45 BTR	6	040S	050W	4301350610	18177	Indian	Indian	OW	P
5-18D-45 BTR	18	040S	050W	4301350611	18300	Indian	Indian	OW	P
7-26-37 BTR	26	030S	070W	4301350641	18131	Indian	Fee	OW	P
3-11D-36 BTR	11	030S	060W	4301350642	18299	Indian	Fee	OW	P
16-1D-46 BTR	1	040S	060W	4301350675	18525	Indian	Indian	OW	P
14-3-45 BTR	3	040S	050W	4301350676	18363	Indian	Indian	OW	P



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4-17D-45 BTR	17	040S	050W	4301350687	18517	Indian	Indian	OW	P
5-6D-45 BTR	6	040S	050W	4301350688	18726	Indian	Indian	OW	P
7-7D-45 BTR	7	040S	050W	4301350689	18380	Indian	Indian	OW	P
14-10D-45 BTR	10	040S	050W	4301350754	18447	Indian	Indian	OW	P
14-9D-45 BTR	9	040S	050W	4301350755	18379	Indian	Indian	OW	P
13-16D-36 BTR	16	030S	060W	4301350757	18206	Indian	State	OW	P
5-9D-36 BTR	9	030S	060W	4301350843	18381	Indian	Fee	OW	P
16-5D-46 BTR	5	040S	060W	4301350844	18280	Fee	Fee	OW	P
5-27D-37 BTR	27	030S	070W	4301350847	18526	Indian	Fee	OW	P
7-4D-45 BTR	4	040S	050W	4301350884	18562	Indian	Indian	OW	P
2-16D-45 BTR	16	040S	050W	4301350899	18619	Indian	Indian	OW	P
16-10D-45 BTR	10	040S	050W	4301350902	18725	Indian	Indian	OW	P
5-2D-36 BTR	2	030S	060W	4301350913	18886	Indian	Fee	OW	P
13H-27-36 BTR	27	030S	060W	4301350918	18445	Indian	State	OW	P
8-16D-46 BTR	16	040S	060W	4301350953	19027	Indian	Indian	OW	P
16-16D-46 BTR	16	040S	060W	4301350956	19028	Indian	Indian	OW	P
16-9D-45 BTR	9	040S	050W	4301350962	18662	Indian	Indian	OW	P
14-31D-36 BTR	31	030S	060W	4301350973	18524	Indian	Fee	OW	P
5-10D-36 BTR	10	030S	060W	4301350978	18989	Indian	Fee	OW	P
1-32D-36 BTR	32	030S	060W	4301350979	18648	Indian	Fee	OW	P
16-12D-36 BTR	12	030S	060W	4301350980	18748	Indian	Fee	OW	P
2-18D-45 BTR	18	040S	050W	4301350991	18776	Indian	Indian	OW	P
3-1-46 BTR	1	040S	060W	4301351017	18777	Indian	Fee	OW	P
10-5-45 BTR	5	040S	050W	4301351062	18724	Indian	Indian	OW	P
12-4D-45 BTR	4	040S	050W	4301351063	18813	Indian	Indian	OW	P
1-10D-45 BTR	10	040S	050W	4301351064	18966	Indian	Indian	OW	P
16-2D-46 BTR	2	040S	060W	4301351079	18830	Indian	Indian	OW	P
9H-4-45 BTR	4	040S	050W	4301351092	18814	Indian	Indian	OW	P
12-17-45 BTR	17	040S	050W	4301351097	18984	Indian	Indian	OW	P
5-9D-46 BTR	9	040S	060W	4301351109	19313	Indian	Fee	OW	P
14-9D-36 BTR	9	030S	060W	4301351144	19004	Indian	Fee	OW	P
5-31D-36 BTR	31	030S	060W	4301351146	18691	Indian	Fee	OW	P
4-9D-45 BTR	9	040S	050W	4301351157	18883	Indian	Indian	OW	P
8-12D-46 BTR	12	040S	060W	4301351159	18911	Indian	Indian	OW	P
LC TRIBAL 16-23D-47	23	040S	070W	4301351180	18617	Indian	Indian	OW	P
14-7D-45 BTR	7	040S	050W	4301351222	18949	Indian	Indian	OW	P
5-16D-45 BTR	16	040S	050W	4301351223	18987	Indian	Indian	OW	P
4-5D-45 BTR	5	040S	050W	4301351242	18882	Indian	Indian	OW	P
LC TRIBAL 16H-19-45	19	040S	050W	4301351278	18627	Indian	Indian	OW	P
LC TRIBAL 13-19D-45	19	040S	050W	4301351280	18628	Indian	Indian	OW	P
LC TRIBAL 5-30D-45	30	040S	050W	4301351281	19448	Indian	Indian	OW	P

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

LC TRIBAL 15-24D-46	24	040S	060W	4301351283	18626	Indian	Indian	OW	P
LC TRIBAL 13H-24-46	19	040S	050W	4301351289	18629	Indian	Indian	OW	P
7-16-47 BTR	16	040S	070W	4301351296	18950	Indian	Fee	OW	P
14-18D-45 BTR	18	040S	050W	4301351313	19005	Indian	Indian	OW	P
LC TRIBAL 16-30D-46	30	040S	060W	4301351320	19006	Indian	Indian	OW	P
LC TRIBAL 5-20D-45	20	040S	050W	4301351331	19449	Indian	Indian	OW	P
11-8D-46 BTR	8	040S	060W	4301351336	19314	Indian	Indian	OW	P
5-7D-45 BTR	7	040S	050W	4301351350	18951	Indian	Indian	OW	P
7-5-35 BTR	5	030S	050W	4301351599	19078	Indian	Fee	OW	P
13-5D-35 BTR	5	030S	050W	4301351600	18996	Indian	Fee	OW	P
11-5D-35 BTR	5	030S	050W	4301351601	19061	Fee	Fee	OW	P
15-5D-35 BTR	5	030S	050W	4301351602	19062	Fee	Fee	OW	P
9-5D-35 BTR	5	030S	050W	4301351609	19029	Indian	Fee	OW	P
3-5D-35 BTR	5	030S	050W	4301351638	19079	Indian	Fee	OW	P
7-8-46 BTR	8	040S	060W	4301351702	19315	Indian	Indian	OW	P
7-30-46 DLB	30	040S	060W	4301351703	18997	Fee	Indian	OW	P
3-13D-46 BTR	13	040S	060W	4301351718	18881	Indian	Indian	OW	P
2-13D-46 BTR	13	040S	060W	4301351719	18885	Indian	Indian	OW	P
12-12D-46 BTR	12	040S	060W	4301351720	18867	Indian	Indian	OW	P
10-12D-46 BTR	12	040S	060W	4301351721	18856	Indian	Indian	OW	P
11-11D-47 BTR	11	040S	070W	4301352091	19633	Fee	Fee	OW	P
7-12D-47 BTR	12	040S	070W	4301352094	19600	Indian	Fee	OW	P
5-12D-47 BTR	12	040S	070W	4301352095	19634	Indian	Fee	OW	P
14-33D-35 BTR	33	030S	050W	4301352162	19450	Indian	Fee	OW	P
16-33D-35 BTR	33	030S	050W	4301352163	19451	Indian	Fee	OW	P
14-22-46 DLB	22	040S	060W	4301333660	17604	Indian	Indian	D	PA
13H-31-36 BTR	31	030S	060W	4301350465	18485	Indian	Fee	OW	PA
16X-23D-36 BTR	23	030S	060W	4301350623	18007	Indian	State	OW	PA
8-6-45 BTR	6	040S	050W	4301350900	18561	Indian	Indian	OW	PA
13-13-36 BTR	13	030S	060W	4301350919	18364	Indian	Fee	OW	PA
7-28-46 DLB	28	040S	060W	4301333569	16460	Indian	Indian	OW	S
5-21-36 BTR	21	030S	060W	4301333641	16674	Indian	Fee	GW	S
13-26-36 BTR	26	030S	060W	4301333980	17569	Indian	Fee	OW	S
14-1-46 BTR	1	040S	060W	4301334113	18516	Indian	Indian	OW	S
16-21-36 BTR	21	030S	060W	4301334130	17721	Indian	Fee	OW	S
14-21-36 BTR	21	030S	060W	4301334131	18006	Indian	Fee	OW	S
7-16-36 BTR	16	030S	060W	4301334133	17834	Indian	Fee	OW	S
1-30-36 BTR	30	030S	060W	4301334134	17905	Indian	Fee	OW	S
16-30-36 BTR	30	030S	060W	4301334135	18005	Indian	Fee	OW	S
3-23-36 BTR	23	030S	060W	4301334137	17860	Indian	Fee	OW	S
16-16-36 BTR	16	030S	060W	4301334138	17666	Indian	Fee	OW	S

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

4-26-36 BTR	26	030S	060W	4301334139	17620	Fee	Fee	OW	S
9-11-36 BTR	11	030S	060W	4301334276	17451	Indian	Fee	OW	S
3-36-36 BTR	36	030S	060W	4301350398	17955	Indian	Fee	OW	S
7-10-36 BTR	10	030S	060W	4301350437	18052	Indian	Fee	OW	S
16-12D-46 BTR	12	040S	060W	4301350467	18051	Indian	Indian	OW	S
13H-13-46 BTR	13	040S	060W	4301350468	18208	Indian	Indian	OW	S
13-12-46 BTR	12	040S	060W	4301350469	18233	Indian	Indian	OW	S
14-8D-36 BTR	8	030S	060W	4301350612	18163	Indian	Fee	OW	S
14-7D-36 BTR	7	030S	060W	4301350613	18330	Indian	Fee	OW	S
16-9-36 BTR	9	030S	060W	4301350645	18078	Indian	Fee	OW	S
7-27-37 BTR	27	030S	070W	4301350647	18090	Indian	Fee	OW	S
16-12D-37 BTR	12	030S	070W	4301350785	18446	Indian	Fee	OW	S
14-21D-37 BTR	21	030S	070W	4301350859	18548	Indian	Fee	OW	S
10-18D-36 BTR	18	030S	060W	4301350915	18884	Indian	Fee	OW	S
5-27D-36	27	030S	060W	4301350917	18482	Indian	State	OW	S
10-36D-36 BTR	36	030S	060W	4301351005	18523	Indian	Fee	OW	S
14-6D-45 BTR	6	040S	050W	4301351158	18967	Indian	Indian	OW	S
5H-1-46 BTR UTELAND BUTTE	6	040S	050W	4301351215	18728	Indian	Indian	OW	S
5H-1-46 BTR WASATCH	6	040S	050W	4301351216	18727	Indian	Indian	OW	S
1-25D-36 BTR	25	030S	060W	4301351294	18798	Indian	Fee	OW	S
5-5D-35 BTR	5	030S	050W	4301351605	19055	Indian	Fee	OW	S
16-23-36 BTR	23	030S	060W	4301333971	17182	Indian	Fee	OW	TA
LC TRIBAL 14-23D-47	23	040S	070W	4301334022	18616	Indian	Indian	OW	TA
5-32D-36 BTR	32	030S	060W	4301350756	18328	Indian	Fee	OW	TA



October 20, 2016

Re: Bill Barrett Corporation Transfer to New Operator

Dear Ms. Medina:

Attached please find the change of operation Form 9, Form 5's and Request to Transfer APD form changing the operator from Bill Barrett Corporation to RIG II, LLC, effective 11/1/2016. Badlands Energy – Utah, LLC will be a sub-operator.

**New Operator Contact information:**

RIG II, LLC  
1582 West 2600 South  
Woods Cross, Utah 84087-0298  
Telephone: (801) 683-4245  
Fax: (801) 298-9889

Upon reviewing the attached, please contact myself with any questions at 303-312-8115.

Sincerely,

Bill Barrett Corporation

Brady Riley  
Permit Analyst

**RECEIVED**  
OCT 21 2016  
DIV. OF OIL, GAS & MINING

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

FORM 9

SUNDRY NOTICES AND REPORTS ON WELLS

Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.

5. LEASE DESIGNATION AND SERIAL NUMBER:  
(see attached well list)

6. IF INDIAN, ALLOTTEE OR TRIBE NAME:

N/A

7. UNIT or CA AGREEMENT NAME:

8. WELL NAME and NUMBER:  
(see attached well list)

9. API NUMBER:

10. FIELD AND POOL, OR WILDCAT:

1. TYPE OF WELL

OIL WELL ☒

GAS WELL ☐

OTHER

2. NAME OF OPERATOR:

RIG II, LLC

N4055

3. ADDRESS OF OPERATOR:

1582 West 2600 South

CITY Wood Cross

STATE UT

ZIP 84087

PHONE NUMBER:

(801) 683-4245

4. LOCATION OF WELL

FOOTAGES AT SURFACE: (see attached well list)

COUNTY:

QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:

STATE:

UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION

TYPE OF ACTION

☒ NOTICE OF INTENT  
(Submit in Duplicate)

Approximate date work will start:

11/1/2016

☐ SUBSEQUENT REPORT  
(Submit Original Form Only)

Date of work completion:

☐ ACIDIZE

☐ ALTER CASING

☐ CASING REPAIR

☐ CHANGE TO PREVIOUS PLANS

☐ CHANGE TUBING

☐ CHANGE WELL NAME

☐ CHANGE WELL STATUS

☐ COMINGLE PRODUCING FORMATIONS

☐ CONVERT WELL TYPE

☐ DEEPEN

☐ FRACTURE TREAT

☐ NEW CONSTRUCTION

☒ OPERATOR CHANGE

☐ PLUG AND ABANDON

☐ PLUG BACK

☐ PRODUCTION (START/RESUME)

☐ RECLAMATION OF WELL SITE

☐ RECOMPLETE - DIFFERENT FORMATION

☐ REPERFORATE CURRENT FORMATION

☐ SIDETRACK TO REPAIR WELL

☐ TEMPORARILY ABANDON

☐ TUBING REPAIR

☐ VENT OR FLARE

☐ WATER DISPOSAL

☐ WATER SHUT-OFF

☐ OTHER:

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

RIG II, LLC IS SUBMITTING THIS SUNDRY AS NOTIFICATION THAT THE WELLS LISTED ON THE ATTACHED LIST HAVE BEEN SOLD TO RIG II, LLC BY BILL BARRETT CORPORATION EFFECTIVE 11/1/2016. PLEASE REFER ALL FUTURE CORRESPONDENCE TO THE ADDRESS BELOW.

RIG II, LLC

1582 West 2600 South

Woods Cross, Utah 84087-0298

801-683-4245

(STATE/FEE BOND # 9219529/ BLM BOND # UTB000712/ BIA BOND # LPM9224670)

BILL BARRETT CORPORATION N4165

Duane Zavala

NAME (PLEASE PRINT)

Duane Zavala

SIGNATURE

Senior Vice President -

EH&S, Government and Regulatory Affairs

RIG II, LLC

Jesse McSwain

NAME (PLEASE PRINT)

Jesse McSwain

SIGNATURE

Manager

NAME (PLEASE PRINT) Jesse McSwain

TITLE Manager

SIGNATURE

Jesse McSwain

DATE

10/20/16

(This space for State use only)

APPROVED

NOV 07 2016

**STATE OF UTAH**  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

**Request to Transfer Application or Permit to Drill**

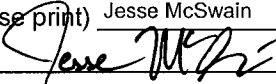
(This form should accompany a Sundry Notice, Form 9, requesting APD transfer)

<b>Well name:</b>	(See attached list)
<b>API number:</b>	
<b>Location:</b>	Qtr-Qtr:                      Section:                      Township:                      Range:
<b>Company that filed original application:</b>	Bill Barrett Corporation
<b>Date original permit was issued:</b>	
<b>Company that permit was issued to:</b>	Bill Barrett Corporation

Check one	Desired Action:
	<b>Transfer pending (unapproved) Application for Permit to Drill to new operator</b>
	The undersigned as owner with legal rights to drill on the property, hereby verifies that the information as submitted in the pending Application for Permit to Drill, remains valid and does not require revision. The new owner of the application accepts and agrees to the information and procedures as stated in the application.
<input checked="" type="checkbox"/>	<b>Transfer approved Application for Permit to Drill to new operator</b>
	The undersigned as owner with legal rights to drill on the property as permitted, hereby verifies that the information as submitted in the previously approved application to drill, remains valid and does not require revision.

Following is a checklist of some items related to the application, which should be verified.	Yes	No
If located on private land, has the ownership changed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> If so, has the surface agreement been updated?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have any wells been drilled in the vicinity of the proposed well which would affect the spacing or siting requirements for this location?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have there been any unit or other agreements put in place that could affect the permitting or operation of this proposed well?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have there been any changes to the access route including ownership or right-of-way, which could affect the proposed location?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the approved source of water for drilling changed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have there been any physical changes to the surface location or access route which will require a change in plans from what was discussed at the onsite evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is bonding still in place, which covers this proposed well? Bond No. <small>9219529-LUDGM / UTB000712-BLM / LPM9224670-BIA</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Any desired or necessary changes to either a pending or approved Application for Permit to Drill that is being transferred, should be filed on a Sundry Notice, Form 9, or amended Application for Permit to Drill, Form 3, as appropriate, with necessary supporting information as required.

Name (please print) Jesse McSwain Title Manager  
Signature  Date 10/20/16  
Representing (company name) RIG II, LLC

The person signing this form must have legal authority to represent the company or individual(s) to be listed as the new operator on the Application for Permit to Drill.

**STATE OF UTAH**  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

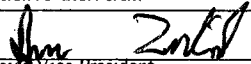
UIC FORM 5

**TRANSFER OF AUTHORITY TO INJECT**

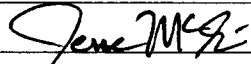
Well Name and Number <b>6-32-36 BTR SWD</b>	API Number <b>4301350921</b>
Location of Well  Footage : <b>1628 FNL 1553 FWL</b> County : <b>DUCHENSE</b>  QQ, Section, Township, Range: <b>SENW    32    3S    6W</b> State : <b>UTAH</b>	Field or Unit Name <b>CEDAR RIM</b>  Lease Designation and Number <b>2OG0005608</b>

**EFFECTIVE DATE OF TRANSFER:** 11/1/2016

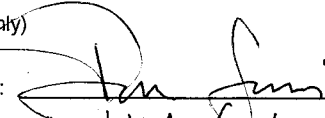
**CURRENT OPERATOR**

Company: <u>BILL BARRETT CORPORATION</u>	Name: <u>Duane Zavadii</u>
Address: <u>1099 18th Street Ste 2300</u>	Signature: <u></u>
city <u>DENVER</u> state <u>CO</u> zip <u>80202</u>	Title: <u>Senior Vice President -</u>
Phone: <u>(303) 293-9100</u>	Title: <u>EH&amp;S, Government and Regulatory Affairs</u>
Comments:	Date: <u>10/20/16</u>

**NEW OPERATOR**

Company: <u>RIG II, LLC</u>	Name: <u>Jesse McSwain</u>
Address: <u>1582 West 2600 South</u>	Signature: <u></u>
city <u>Wood Cross</u> state <u>UT</u> zip <u>84087</u>	Title: <u>Manager</u>
Phone: <u>(801) 683-4245</u>	Date: <u>10/20/16</u>
Comments:	

(This space for State use only)

Transfer approved by:   
Title: UIC Geologist

Approval Date: 11/3/16

Comments:

**STATE OF UTAH**  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

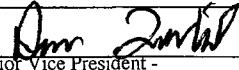
UIC FORM 5

**TRANSFER OF AUTHORITY TO INJECT**

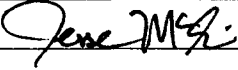
Well Name and Number <b>16-6D-46 BTR SWD</b>	API Number <b>4301350781</b>
Location of Well  Footage : <b>0200 FSL 0099 FEL</b> County : <b>DUCHESNE</b>  QQ, Section, Township, Range: <b>SESE    6    4S    6W</b> State : <b>UTAH</b>	Field or Unit Name <b>ALTAMONT</b>  Lease Designation and Number <b>2OG0005608</b>

**EFFECTIVE DATE OF TRANSFER:** 11/1/2016


**CURRENT OPERATOR**

Company: <u>BILL BARRETT CORPORATION</u>	Name: <u>Duane Zavadi</u>
Address: <u>1099 18th Street Ste 2300</u>	Signature: <u></u>
city <u>DENVER</u> state <u>CO</u> zip <u>80202</u>	Title: <u>Senior Vice President -</u>
Phone: <u>(303) 293-9100</u>	Date: <u>10/20/16</u>
Title: <u>EH&amp;S, Government and Regulatory Affairs</u>	
Comments:	

**NEW OPERATOR**

Company: <u>RIG II, LLC</u>	Name: <u>Jesse McSwain</u>
Address: <u>1582 West 2600 South</u>	Signature: <u></u>
city <u>Wood Cross</u> state <u>UT</u> zip <u>84087</u>	Title: <u>Manager</u>
Phone: <u>(801) 683-4245</u>	Date: <u>10/20/16</u>
Comments:	

(This space for State use only)

Transfer approved by:   
Title: VIC

Approval Date: 11/3/16

Comments:



**STATE OF UTAH**  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

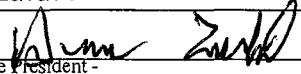
UIC FORM 5

**TRANSFER OF AUTHORITY TO INJECT**

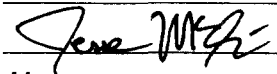
Well Name and Number <b>SWD 9-36 BTR</b>	API Number <b>4301350646</b>
Location of Well  Footage : <b>0539 FSL 0704 FEL</b>  County : <b>DUCHESNE</b>  QQ, Section, Township, Range: <b>SESE 9 3S 6W</b>  State : <b>UTAH</b>	Field or Unit Name <b>CEDAR RIM</b>  Lease Designation and Number <b>2OG0005608</b>

**EFFECTIVE DATE OF TRANSFER:** 11/1/2016

**CURRENT OPERATOR**

Company: <u>BILL BARRETT CORPORATION</u>	Name: <u>Duane Zavadi</u>
Address: <u>1099 18th Street Ste 2300</u>	Signature: <u></u>
city <u>DENVER</u> state <u>CO</u> zip <u>80202</u>	Title: <u>Senior Vice President - EH&amp;S, Government and Regulatory Affairs</u>
Phone: <u>(303) 293-9100</u>	Date: <u>10/20/16</u>
Comments:	

**NEW OPERATOR**

Company: <u>RIG II, LLC</u>	Name: <u>Jesse McSwain</u>
Address: <u>1582 West 2600 South</u>	Signature: <u></u>
city <u>Wood Cross</u> state <u>UT</u> zip <u>84087</u>	Title: <u>Manager</u>
Phone: <u>(801) 683-4245</u>	Date: <u>10/20/16</u>
Comments:	

(This space for State use only)

Transfer approved by: \_\_\_\_\_ Approval Date: \_\_\_\_\_

Title: \_\_\_\_\_

Comments:

*This well was approved by USEPA.  
EPA approval will be required.*